



## BID SPECIFICATION

### STATE INFORMATION TECHNOLOGY AGENCY (SOC) LTD

Registration number 1999/001899/30

RFB REF. NO:	RFB 2692/2022
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISIONING OF HARDWARE MAINTENANCE, SELECTED SOFTWARE SUPPORT AND REPLACEMENT ON WIDE AREA NETWORK (WAN) AND LOCAL AREA NETWORK (LAN) (LAN SERVERS) EQUIPMENT FOR SAPS FOR A PERIOD OF THREE (3) YEARS
PUBLICATION DATE	12 DECEMBER 2022
BRIEFING SESSION	COMPULSORY VIRTUAL BRIEFING SESSION: DATE: 18 JANUARY 2023 TIME: 10:00 AM LINK: MICROSOFT TEAMS MEETING Join on your computer, mobile app or room device <a href="#">Click here to join the meeting</a> Meeting ID: 365 985 081 164 Passcode: u7X4LB <a href="#">Download Teams</a>   <a href="#">Join on the web</a>
CLOSING DATE FOR QUESTIONS AND ANSWERS	23 JANUARY 2023
RFB CLOSING DATE DETAILS	DATE: 17 MARCH 2023 TIME: 11H00 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

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### 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 provision of hardware maintenance, selected software support and replacement on Wide Area Network (WAN), Local Area Network (LAN) including LAN Servers, and environmental equipment for a period of three (3) years to the SAPS through SITA.

#### 1.2. BACKGROUND

SITA is currently managing the support and maintenance of South African Police Services wide and local area network infrastructure as well as Environmental equipment through SITA and SAPS WAN Service Level Agreement (SLA).

The SAPS ICT infrastructure comprises of a combination of various technologies such as routers, switches, hubs, UPS's, aircon, wireless, IP Telephony equipment, etc.

The Bidders should take note that most of the above-mentioned ICT equipment have either reached End of Life (EOL) and End of Support (EOS) or operated out of Original Equipment Manufacturer (OEM) warranty.

### 2. SCOPE OF BID

#### 2.1. SCOPE OF WORK

The bid scope of the work is limited to the maintenance and support of South African Police Services (SAPS) ICT wide area network (WAN), Local area network (LAN) and Environmental equipment as well as related firmware/software for a period of three (3) years. The following are service elements that shall be covered under scope;

- (a) **WAN** - The successful Bidder shall support and maintain SAPS wide area network equipment and its subcomponents Routers, SFP's, Modules, power supply, Firewall and related firmware/software upgrades and downgrades. The entire list is in the Bill of Material (see attached Pricing Schedule Excel spreadsheet).
- (b) **LAN** - The successful Bidder shall support and maintain SAPS local area network equipment and its subcomponents, Switches, Hubs, SFP's, Modules, power supply and related firmware/software upgrades and downgrades. The entire list is in the Bill of Material (see attached Pricing Schedule Excel spreadsheet).
- (c) **Wireless** - The successful Bidder shall support and maintain SAPS Wireless Equipment and its subcomponents, AP's, Controllers, SFP's, Modules, power supply, and related

firmware/software upgrades and downgrades. The entire list is in the Bill of Material (see attached Pricing Schedule Excel spreadsheet).

- (d) **IP Telephony** - The successful Bidder shall support and maintain SAPS IP Telephony Equipment and its subcomponents – User-handset, call managers, SFP's, Modules, power supply, etc. and related firmware/software upgrades and downgrades. The entire list is in the Bill of Material (see attached Pricing Schedule Excel spreadsheet).
- (e) **Video Conferencing** - The successful Bidder shall support and maintain SAPS Video Conferencing Equipment and its subcomponents - User VC, bridges, SFP's, Modules, power supply and related software upgrades and downgrades. The entire list is in the Bill of Material (see attached Pricing Schedule Excel spreadsheet).
- (f) **WAN and LAN Servers** - The successful Bidder shall support and maintain SAPS Server and Storage Equipment and its subcomponents – Standalone / blade / rack mounted Servers, Modules, power supply and related firmware/software upgrades and downgrades. The entire list is in the Bill of Material (see attached Pricing Schedule Excel spreadsheet).
- (g) **Environmental Equipment** – The successful Bidder shall support and maintain SAPS environmental equipment and its subcomponents - uninterrupted power supply “UPS” , Aircon's (Split & Non-split Units), Surge protectors, Standards and Environmental Racks and related firmware and software upgrades and downgrades. The entire list is in the Bill of Material (see attached Pricing Schedule Excel spreadsheet).
- (h) **Time & Material** – Time and Material shall only be applicable to Force Majeure and User damage.

**NOTE:** All unresolved incidents from the previous contract(s) will be transferred to the successful Bidder as part of the handover process and handled on a time and material basis (if necessary). Service Provider is expected to readily provide loan devices for these sites for 90 days. The exact number of outstanding incidents will be determined, shared and discussed during contracting.

## **2.2. DELIVERY ADDRESS**

Please refer to Pricing Schedule Excel Spreadsheet which contains all the SAPS sites and equipment. SITA reserves the right to add or remove SAPS Sites from the list for various reasons.

## **2.3. CUSTOMER INFRASTRUCTURE TO BE SUPPORTED AND MAINTIANED**

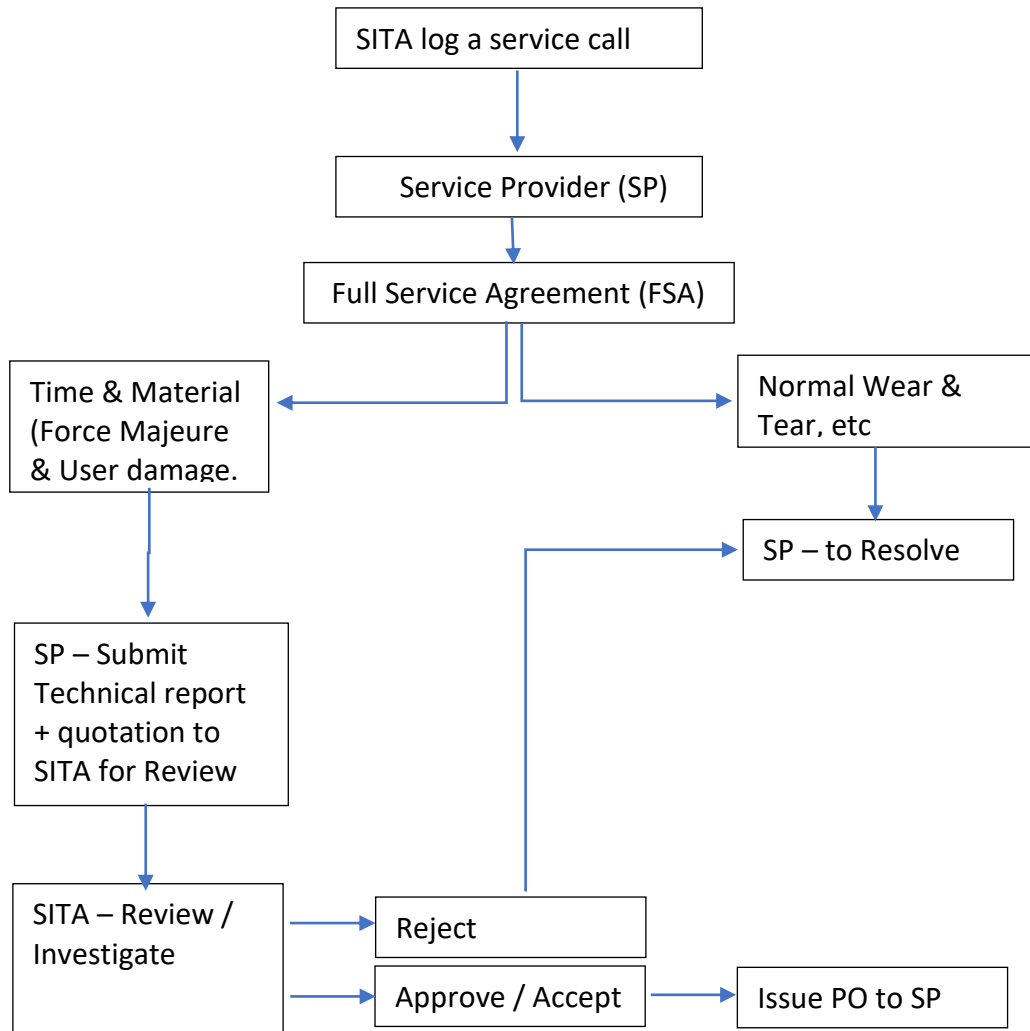
Please refer to attached Pricing Schedule Excel spreadsheet with the list of equipment that maintenance and support must be provided for.

### 3. REQUIREMENTS

#### 3.1. SERVICE REQUIREMENTS

Below are the service requirement details.

- (1) Network Equipment / Assets that are identified as damaged / fault must be managed by means of the following process:



- (2) The service elements of this scope are as follows:

- (a) Maintenance and support for network hardware/software and environmental equipment within the three (3) years contract period must include:
- (i) Software downloads and updates;
  - (ii) Upgrade of network hardware/software.
  - (iii) Hardware replacement using equivalent or better equipment;
  - (iv) Onsite/Field support.

- (b) Time and Material hardware maintenance and support on all network hardware and environmental infrastructure equipment.
  - (c) Providing hardware backup (i.e. loan equipment) for faulty equipment that could not be repaired on site.
  - (d) Service Provider (SP) is responsible for replacement of Beyond Commercially Economical Repair (BCER) equipment, if so discovered during the attempt to repair an equipment that failed due to normal wear and tear, for all equipment under Full-Service Agreement (FSA).
- (3) Equipment maintained under this contract shall be maintained under Full-Service Agreement (FSA) (see attached Pricing Schedule Excel spreadsheet) with a monthly fixed cost, therefore the Bidders must consider all services elements including the MTTR for each SAPS Site Category when completing the costing table.
- (4) Time and Material will only be for equipment that is damaged due to user damage and/or force majeure. For Time and Material, the Service Provider shall provide SITA with a quotation for approval prior to the repair or replacement of such equipment / asset.
- (5) For Time and Material, a third-party technical report will also be provided to SITA by the Service Provider. Appointed Service Provider is required to have a third-party Service Provider for technical analysis and technical report generation for Time and material failures.
- (6) SAPS sites are mostly fitted and protected with lightning protection equipment and surge protection. Repair or replacement quotes for Force Majeure equipment failures due to weather or storm and/or lightning, must be accompanied by Service Provider report, explaining the failure circumstances clarification as there is protection. Service Provider should also provide a short remedial recommendation. This will be treated on a case by case.
- (7) The Bidder shall have a 24-hour call out facility that will integrate with SAPS Remedy call logging system. This is to ensure that all faults are logged electronically with the Service Provider.
- (8) Due to the critical nature of SAPS operations, it is mandatory for the Bidder to have operational offices in all the provinces. Based on the historical data, at least 20000 calls are logged on a monthly basis by SAPS with an average of 350 equipment failures per month.
- (9) In order for the Bidder to fully support and maintain the SAPS ICT infrastructure, it is imperative that the Bidder must have the following;
- (a) OEM Certifications that will be in line with SAPS technology requirements (Cisco, Huawei, Juniper and HP);
  - (b) Operational presence in all provinces;
  - (c) Bidder's experience and capabilities.
- (10) The Bidder shall maintain sufficient backup equipment (equivalent or better) of each network hardware and related environmental equipment that is under maintenance and support per province to ensure that the Mean Time To Repair objectives are met.

#### 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

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### 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 **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

<b>TECHNICAL MANDATORY REQUIREMENTS</b>	<b><i>Substantiating evidence of compliance (used to evaluate bid)</i></b>	<b><i>Evidence reference (to be completed by Bidder)</i></b>
<p><b>(1) BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS</b></p> <p>The Bidder must be a certified / registered OEM partner and, or reseller to install, supply, maintain and support related OEM products and/or services listed in section 11.1.</p>	<p>The Bidder must provide the following documentation as proof that the Bidder is a certified / registered OEM partner and, or reseller to install, supply, maintain and support related OEM products and/or services listed in the table in section 11.1:</p> <p>(a) Attached the required OEM letters for each of the OEMs listed in section 11.1.</p> <p><b>Note (1):</b> SITA reserves the right to verify all information provided including if the partnership is valid at time of bid.</p>	<p>&lt;provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.1&gt;</p>

<b>TECHNICAL MANDATORY REQUIREMENTS</b>	<b><i>Substantiating evidence of compliance (used to evaluate bid)</i></b>	<b><i>Evidence reference (to be completed by Bidder)</i></b>
<p>(2) <b>BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS</b></p> <p>The Bidder must have provided WAN/LAN infrastructure Maintenance and Support to at least one (1) customer with at least 2000 WAN/LAN Equipment for each customer during the past five (5) years.</p>	<p>The Bidder must complete the reference details in Annex B, of at least one (1) customer, with a minimum install base of 2000 WAN/LAN Equipment to whom WAN /LAN infrastructure Maintenance and Support was provided during the past five (5) years.</p> <p><b>Note (1):</b> Bidders must specifically complete the SITA table provided in section 11.2 of Annex B, failure of which will lead to automatic disqualification.</p> <p><b>Note (2):</b> SITA reserves the right to verify information provided.</p>	<p>&lt;provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.2&gt;</p>
<p>(3) <b>TECHNICAL MANDATORY FUNCTIONAL REQUIREMENTS</b></p> <p>The Bidder must confirm compliance and, or capability to the Technical Mandatory Functional Requirements.</p>	<p>The Bidder must ensure compliance and, or capability to the Technical Mandatory Functional Requirements by completing <b>Annex C</b>.</p>	<p>&lt;provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.3 and Annex C &gt;</p>
<p>(4) <b>SPECIAL CONDITIONS OF CONTRACT</b></p> <p>The Bidder must accept the following:  All the Special Conditions of Contract (SCC) as stated in section 7.2.</p>	<p>The Bidder <b>must</b> accept <b>All</b> the Special Conditions of Contract (SCC) as stated in section 7.2 by completing the Declaration of Acceptance in section 7.3.</p> <p><b>Note (1):</b> Failure to accept all the Special Conditions of</p>	<p>&lt;provide unique reference to locate substantiating evidence in the bid response – see ANNEX B,</p>

<b>TECHNICAL MANDATORY REQUIREMENTS</b>	<b><i>Substantiating evidence of compliance (used to evaluate bid)</i></b>	<b><i>Evidence reference (to be completed by Bidder)</i></b>
	Contract (SCC) will result in disqualification.	section 11.4>
<p>(5) <b>THIRD PARTY RISK MANAGEMENT ASSESMENT</b></p> <p>The Bidder must confirm compliance to Third-Party Risk Management Assessment.</p>	<p>The Bidder <b>must</b> comply to the Third-Party Risk Management Assessment requirement by completing All the questions in <b>Annex D</b>.</p> <p><b>Note:</b> SITA reserves the right to verify information provided.</p>	<p>&lt;provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.5 and Annex D&gt;</p>

### 6.3. DECLARATION OF COMPLIANCE

	<b>Comply</b>	<b>Not Comply</b>
<p>The Bidder declares by <b>indicating with an “X”</b> in either the “COMPLY” or “NOT COMPLY” column that –</p> <p>(a) The bid complies with each and every TECHNICAL MANDATORY REQUIREMENT as specified in SECTION 6.2 above; AND</p> <p>(b) Each and every requirement specification is substantiated by evidence as proof of compliance.</p>		



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

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### 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.
- (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 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.

#### 7.2. SPECIAL CONDITIONS OF CONTRACT

##### (5) 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.

- (6) **DELIVERY ADDRESS.** The supplier must deliver the required products or services at as indicated in Section 2.2, Delivery Addresses in Pricing Schedule excel spreadsheet.

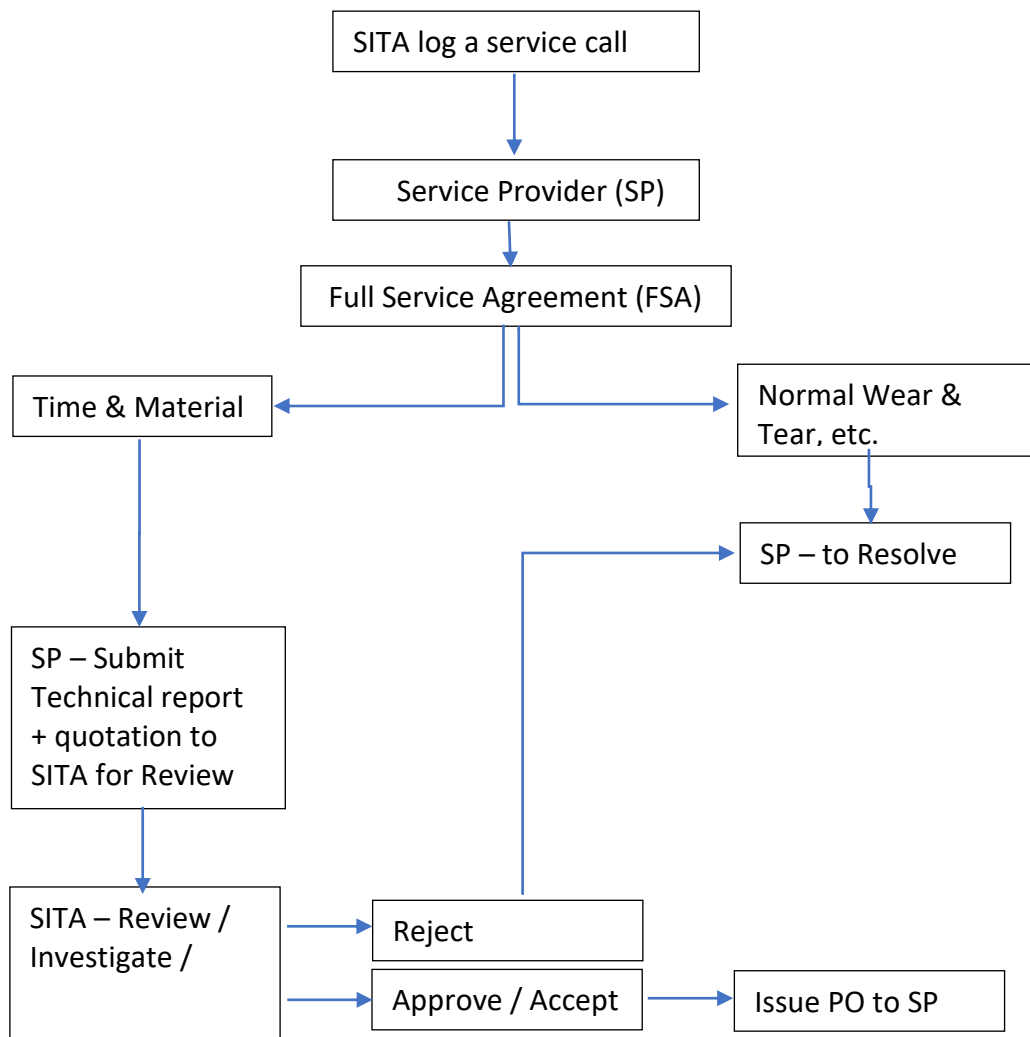
##### (7) DELIVERY SCHEDULE

- (a) The scope of work (Section 2.1) and Section 3 (Requirements) must be completed as mutually agreed after the contract has been awarded.

##### (8) SERVICE REQUIREMENTS

Below are the service requirement details.

- a) Network Equipment / Assets that are identified as damaged / fault must be managed by means of the following process:



- b) The service elements of this scope are as follows:

- (1) Maintenance and support for network hardware/software and environmental equipment which will not have reached OEM “end of support” within the three (3) years contract period must include
  - (i) Software downloads and updates;
  - (ii) Upgrade of network hardware/software.
  - (iii) Hardware replacement using equivalent or better equipment;
  - (iv) Onsite/Field support.

- (2) Maintenance and support for network hardware and environmental equipment that has reached OEM “end of support” (including network hardware that will reach OEM “end of support” during the course of the contract period), must include:
  - (i) Hardware replacement using equivalent or better equipment;
  - (ii) Onsite/Field support.
- (3) Time and Material hardware maintenance and support on all network hardware and environmental infrastructure equipment.
- (4) Providing hardware backup for all equipment of this bid that are diagnosed to be Beyond Commercially Economical Repair (BCER).
- (5) Service Provider (SP) is responsible for replacement of BCER equipment, if so discovered during the attempt to repair an equipment that failed due to normal wear and tear which was under Full-Service Agreement (FSA).
- c) Equipment maintained under this contract shall be maintained under Full-Service Agreement (FSA) (see attached Pricing Schedule Excel spreadsheet) with a monthly fixed cost, therefore the Bidders must consider all services elements including the MTTR for each SAPS Site Category when completing the costing table.
- d) Equipment on normal wear and tear failures under FSA, needs to be repaired or replaced within ninety (90) days of the incident logging date with Service Provider. All incidents must be resolved within the contract period. Prevailing situation takes precedence.
- e) Time and Material will include equipment that is damaged due to user damage and/or force majeure. For Time and Material, the Service Provider shall provide SITA with a quotation for approval prior to the repair or replacement of such equipment / asset.
- f) Time and material will therefore not have an associated monthly fixed cost but will be handled on a quotation basis wherein the contractor will provide SITA with a detailed quotation for the faulty equipment. Quotation can either be accepted or rejected. If accepted, Purchase Order (PO) will be issued to the contractor to repair or replace the faulty equipment.
- g) For Time and Material, a third-party technical report will also be provided to SITA by the Service Provider. Appointed Service Provider is required to have a third-party Service Provider for technical analysis and technical report generation for Time and material failures.
- h) SAPS sites are mostly fitted and protected with lightning protection equipment and surge protection. Repair or replacement quotes for Force Majeure equipment failures due to weather, storm and/or lightning, must be accompanied by Service Provider report, explaining the failure circumstances clarification as there is protection. Service Provider should also provide a short remedial recommendation. This will be treated on a case by case.



- i) SITA reserves the right to remove “low failure-rate” type of equipment/s from Full Service Agreement (FSA) (i.e. monthly fixed cost) to pure Time and Material which will follow quotation process and does not have monthly fixed cost.
- j) The Bidder shall have a 24-hour call out facility that will integrate with SAPS Remedy call logging system. This is to ensure that all faults are logged electronically with the Service Provider.
- k) Due to the critical nature of SAPS operations, it is mandatory for the Bidder to have operational offices in all the provinces. Based on the historical data, at least 20000 calls are logged on a monthly basis by SAPS with an average of 350 equipment failures per month which might be exceeded under various circumstances.
- l) In order for the Bidder to fully support and maintain the SAPS ICT infrastructure, it is imperative that the Bidder must have the following;
  - 1) OEM Certifications that will be in line with SAPS technology requirements (Cisco, Huawei, Juniper and HP);
  - 2) Operational presence in all provinces;
  - 3) Bidder’s experience and capabilities.
- m) The Bidder will provide maintenance and support for all equipment as contained in the Pricing schedule Bill Of Material, which includes environmental equipment and ensure necessary OEM training / skillset to provide the required OEM approved level of service.
- n) The Bidder shall maintain sufficient backup equipment (equivalent or better) of each network hardware and related environmental equipment that is under maintenance and support per province to ensure that the Mean Time To Repair objectives are met.
- o) All unresolved incidents from the previous contract(s) will be transferred to the successful Bidder as part of the handover process and handled on a time and material basis (if necessary). Service Provider is expected to readily provide loan devices for these sites for 90 days. The exact number of outstanding incidents will be determined, shared and discussed during contracting.

**(9) SERVICES AND PERFORMANCE METRICS**

**(a) Full and Comprehensive Maintenance and Support Service (FSA)**

Equipment that cannot be repaired or is more cost-effective to replace with an equal or better device or that is seen as non-serialised items can be replaced during maintenance intervention. This replacement must form part of the monthly maintenance price and no extra or separate payment will be made for the replacement. This RFB will not be a procurement contract for equipment. All permanent replacements must first be proposed to the SITA service owner for approval to ensure compliance with the architecture and asset capturing for instance.

**(b) Response and Repair Times**

The Bidder must perform corrective maintenance within predefined response and repair times. Maximum Time To Respond in all cases (Full Service Agreement and Time and Material) will be the maximum time allowed for the supplier to respond to the user / SITA to confirm that the call was accepted and arrange with the user / SITA for a time to visit the site.

The Bidder must contact the user within the first hour of the call been logged with the Bidder. Should the user not be available SITA must be contacted immediately.

**(c) Beyond Commercially Economical Repair (BCER)**

Equipment under Full Service Agreement, deemed to be Beyond Commercially Economical Repair, must be replaced with similar or equivalent loan equipment at no charge to SITA/client for minimum of ninety (90) days from the date that the BCER report was provided to SITA and the original faulty equipment has been returned to site.

SITA reserves the right to use this bid/contract or any other contract to replace BCER equipment.

The Bidder can suggest possible BCER status when the accumulated repair cost of a device exceeds 100% of the original procurement cost of the device. The right to declare an item obsolete or BCER must reside with SITA / client. Documentary evidence of the cost factors must be submitted and be substantiated by logistical reports. The Bidder must indicate in advance when equipment becomes BCER and is not maintainable anymore. These devices must then be removed timeously from Full Service Agreement maintenance and handled on a Time and Material basis, if applicable at that stage.

Obsolescence of equipment. The Bidder must pro-actively (six months in advance) identify equipment, which will become obsolete and report it in the monthly Quality of Service meeting. During this meeting SITA / client and the Bidder will negotiate the Obsolescence of equipment and the subsequent removal from Full Maintenance.

**(d) Time and Material must be governed as follows:**

- (i) Quotations can only consist of Subsistence and Travel (S&T) and spares and must be valid for the remainder of the contract period. No S&T inclusion for sites within the boundaries of 50 km from the centre of the nodal points.
- (ii) The Bidder will only be allowed a 15% mark-up on spares procured from OEM.
- (iii) The Bidder must provide with each T&M quote supporting documents as proof of the purchase price of spares.
- (iv) To ensure market related pricing SITA will from time to time or on own discretion benchmark the Bidder's T&M quotes with industry and request review when necessary.

**NOTE: SITA will utilise the Framework Agreement that is in existence or will contact the Original Equipment Manufacturer (OEM) for reference pricing.**

**(10) SERVICE ELEMENTS**

**(a) Priority**

Priority service delivery to be defined as either per site location, functional deployment or equipment specific. Other domains identified on an ad hoc basis, as being Priority must be added to the list by means of written notice to the Bidder. These domains will be identified after the awarding of the bid on mutual agreement.

Priority MTTRep (Maximum time to resolve / repair): All faults/service requests on hardware and related peripherals to be repaired within five (5) hours from the time that the problem is logged on the official problem management tool within the boundaries of 50 km from the centre of the nodal. For every additional 100 km beyond the 50 km boundary of the nodal centre an additional hour will be added. This service must be available 24x7, public holidays included.

**(b) Operational**

Operational domains are all other site locations, functional deployment of equipment or specific equipment other than mission critical or priority.

Operational MTTRep (Maximum time to resolve / repair). All faults/service requests on hardware and related peripherals to be repaired within 5 (five) hours from the time that the problem is logged on the official problem management tool within the boundaries of 50 km from the centre of the nodal. For every additional 100 km beyond the 50 km boundary of the nodal centre an additional hour will be added. This service must be available during office hours (07:30 to 16:00, Monday to Friday).

**(c) VIP Support**

The Bidder must be willing to supply on-site 24x7 VIP Support on a per-site or per-location basis by specific technicians as per client requirement.

The Bidder must cater for at least one senior / skilled on-site VIP Support resources per province and one at the head office component.

For the purposes of VIP Support the response and repair times must be the same as Mission Critical.

**(d) Mission Critical**

Mission critical service delivery to be defined as either per site location, functional deployment or equipment specific. Other domains identified on an ad hoc basis, as being mission critical must be added to the list by means of written notice to the

Bidder. These domains will be identified after the awarding of the bid on mutual agreement.

Mission Critical MTTRep (Maximum time to resolve / Repair): All faults/service requests on hardware and related peripherals to be repaired within one (1) hour from the time that the problem is logged on the official problem management tool within the boundaries of 50 km from the centre of the nodal. For every additional 100 km beyond the 50 km boundary of the nodal centre an additional hour will be added. This service must be available 24x7, public holidays included.

#### (11) SAPS' NODAL CENTRES

The Bidder shall take notice that SAPS' Nodal Centres below will be used to calculate the response times of calls logged as well as for the distance calculations for Time & Material and S&T claim applicability.

Province	Site ID	Switching Centre	Physical address
Gauteng	6032	Numerus, Pretoria (CORE)	Computer room, Ground Floor, 35 Hamilton Street, Arcadia, Pretoria, Gauteng
	9436	Germiston	New Computer room(Old tyre store), SAPS Building, 34 Long Street, Germiston, Gauteng
	9441	Brixton	Ground Floor, room 1, Administration Building, 1 Caroline Street, Jan Hofmeyer, Brixton, Gauteng
	9443	Krugersdorp	New Computer Room, Ground Floor, SAPS Building, 118 Commissioner Street, Krugersdorp, Gauteng
	9442	Vereeniging	New Computer room(Old Mortuary), Stanley Street, Vereeniging, Gauteng
Limpopo	9462	Polokwane(Pietersburg)	New Computer Room, SAPS Building, 38 Schoeman Street, Polokwane, Limpopo
	9461	Modimolle(Nylstroom)	New Computer Room(Next to OLD Switching Center), Ground Floor, SAPS Building, 60 Church Street, Modimolle, Limpopo
Mpumalanga	9444	Middelburg	Computer room, Ground Floor, 21 Joubert Street, Middelburg, Mpumalanga
	9445	Nelspruit	New Computer Room(Old garages), SAPS Building, 15 Bester Street, Nelspruit, Mpumalanga
KZN/Natal	9399	Durban	New Computer Room (Old AirCon Room), Basement, CR Swart Building, 282 Stanger Street, Durban. KZN/Natal

Province	Site ID	Switching Centre	Physical address
	9463	Pietermaritzburg(Hilton)	Part of existing PABX Room, Ground Floor, SAPS Building, 2 Hilliary Street, Hilton, KZN/Natal
	9469	Port Shepstone	New Computer Room (Old garages), SAPS Building, 341 Court House Road, Port Shepstone, KZN/Natal
	9467	Empangeni	New Computer Room, SAPS Building, 46 Main Road, Empangeni, KZN/Natal
	9468	Newcastle	New Computer Room (Next to OLD Switching Center), 3rd Floor, SAPS Building, 76 Allen Street, Newcastle, KZN/Natal
Eastern Cape	9772	Port Elizabeth	New Computer Room(Old Storage Rooms), Ground Floor, Mount Road Police Station, 1-9 Lennox Street, Port Elizabeth, Eastern Cape
	9460	East London	Container, Woodbrook Center Building 6, 7 Brooklyn Way, East Londen, Eastern Cape
	9554	Mthatha (Umtata)	<i>Address to be provided after conclusion of contract for new building to be erected.</i>
Western Cape	9437	Cape Town (Maitland 10111)	Computer Room, Ground Floor, Sunrise Complex 10111, Jan Smuts Avenue, Maitland, Cape Town, Western Cape
	9457	Worcester	New Computer Room(Next to OLS Switching Center), Ground Floor, SAPS Building, 53 Adderley Street, Worcester, Western Cape
	9390	George	New Computer Room(Old Liquor Garage), SAPS Building, 37 Courtney Street, George, Western Cape
Northern Cape	9440	Kimberley	New Computer Room(Old Supply Chain Office), Ground Floor, SAPS Building, 37 Transvaal Road, Kimberley, Northern Cape
	9466	Upington	New Computer Room(Old Radio Control Offices), Ground Floor, SAPS Radio Control Building, 114 Schröder Street, Upington, Northern Cape
North West	9465	Potchefstroom	New Computer Room, Ground Floor, Wespol Plain Building, West Wing, 121 Van Riebeeck Street, Potchefstroom, North West
	9459	Rustenburg	New Computer room(Old Mortuary), Old Mortuary Building, Wolmarans Street 94, Rustenburg, North West
Free State	9439	Bloemfontein	New Computer Room(Old Auxiliary Room), Ground Floor, Old SAPS Garage Building, 3 Park Road, Bloemfontein, Free State
	9438	Welkom	New Computer Room(Next to room 2), Ground Floor, SAPS Building, 83 Jan Hofmeyer Street, Welkom, Free State

(12) **SUPPLIER PERFORMANCE REPORTING**

- (a) Monthly Vendor performance meeting
- (b) Monthly Service Delivery meetings with Vendor and subcontractors
- (c) Quarterly Service Delivery meetings with Vendor, regional SITA staff and subcontractors

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

- (a) The Supplier must utilise technical employees who are OEM certified for the entire period of the contract.
- (b) 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 and;
  - (ii) it is committed to provide the Products or Services; and
  - (iii) perform all obligations detailed herein without any interruption to the Customer.
- (c) 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;
- (d) 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;
- (e) **Original Equipment Manufacturer (OEM) work.** The Supplier must ensure that work or service is performed by a person who is certified by Original Equipment Manufacturer including the minimum following certification:

(14) **LOGISTICAL CONDITIONS**

- (a) **Hours of work,** 07h30 – 16h00.
- (b) Provision to be made for work which will be Saturday and Sunday at the Head Office for two weekends.
- (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.** The Supplier must have a call centre that is operational at least between Monday to Friday from 07:30-16:00, the supplier must provide support in accordance with the department's aforementioned operational hours.
- (g) **No Fault Found on Incidents:** SITA will strictly manage the no fault found calls to below 30% of the monthly total incidents.

(15) **SKILLS TRANSFER AND TRAINING**

Not Applicable.

(16) **REGULATORY, QUALITY AND STANDARDS**

- (a) 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).
- (b) The Supplier must for the duration of the contract ensure compliance with General Quality Standards, ISO 9001
- (c) The Supplier must for the duration of the contract ensure compliance with SANS standards (SANS 10222-2).
- (d) The Supplier must for the duration of the contract ensure that the proposed product or solution conform to the list of Government Minimum Interoperability Standards (MIOS).

(17) **PERSONNEL SECURITY CLEARANCE**

- (a) The Supplier personnel who are required to work with information related to NATIONAL SECURITY must have a **valid South African security clearance** or must apply within 30 days of the signed contract for a security clearance to the level of CONFIDENTIAL at the expense of the Supplier from the South African State Security Agency or duly authorised Personnel Security Vetting entity of SA Government.
- (b) 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).
- (c) The Supplier must ensure that the security clearances of all personnel involved in the Contract remains valid for the period of the contract.
- (d) As an interim, an oath of secrecy must be signed by the technician /resources on condition that proof is supplied that the submission is made for a security clearance of secret.

(18) **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;



- (c) 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;
- (d) 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;
- (e) 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.

**(19) GUARANTEE AND WARRANTIES**

The Supplier warrants that:

- (a) 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;
- (b) 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;
- (c) 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;
- (d) 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;
- (e) the Products is maintained during its Warranty Period at no expense to SITA;
- (f) the Product possesses all material functions and features required for SITA's Operational Requirements;
- (g) the Product remains connected or Service is continued during the term of the Contract;
- (h) 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;
- (i) 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;

- (j) 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;
- (k) any Product sold to SITA after the Commencement Date of the Contract remains free from any lien, pledge, encumbrance or security interest;
- (l) 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;
- (m) the information disclosed to SITA does not contain any trade secrets of any third party, unless disclosure is permitted by such third party;
- (n) 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;
- (o) it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into the Contract;
- (p) 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
- (q) any misrepresentation by the Supplier amounts to a breach of Contract.

**(20) INTELLECTUAL PROPERTY RIGHTS**

- (a) 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.
- (b) 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.
- (c) SITA, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.

- (d) 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.
- (e) Provide SITA with the compliant safety file.

**(21) 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.

**(22) 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.

**(23) 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.

**(24) 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.

**(25) 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 EMEs, and/or QSEs which is at least 51% owned by black people, black women, youth or people with disability.

**(26) 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.

**(27) THIRD-PARTY MANAGEMENT RISK ASSESMENT**

- (a) The Bidder will provide all reasonable supporting documentation for the Third-Party Risk Management Assessment when requested to do so, as well as during contract finalisation as this is a **pre-award condition of this bid**.
- (b) Any risk identified during the assessment process will have to be mitigated and/or remediated before or during the contract finalisation phase. A detailed mitigation plan, that is acceptable to SITA, may also be required.

- (c) Supplier due diligence, as contained in the Special Conditions of Contract, is also applicable to this Third-Party Risk Management process.

### 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		
<b>NOTE: Failing to Accept ALL the Special Condition of Contract as specified in section 8.2 above will result in disqualification.</b>		

## ANNEX A.3: COSTING AND PRICING

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### 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 **90/10**, 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 9.4 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.

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

### 8.3. BID PRICING SCHEDULE

**NOTE 1:**

Bidders will complete the bid pricing schedules in the Excel spreadsheet format provided. Completed pricing schedule excel should be included on a memory stick as part of the submission.

The following Pricing Schedules are applicable:

- (a) **Pricing Schedule 01:** Note **All** the line items must be completed by the Bidder.
- (b) **Pricing Schedule 02\_Summary:** Nothing to complete by the Bidder as the Price Summary will be automatically calculated from Pricing Schedule\_01.

**NOTE 2:**

Bidder should note that there are over one hundred and fifteen thousand (i.e. 115 000) equipment line items in the pricing schedule.

If a price is not provided for any equipment line item in the Pricing Schedule 01\_ Detail which contains the Bill Of Material (BOM), then the Bidder agrees that the service to that specific equipment line item is will be free of charge.

### 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, or		
(2) The Bidder declares to NOT ACCEPT ALL the Costing and Pricing Conditions as specified in section 9.2 above by -		
(a) Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and;		
(b) Provide reason and proposal for each of the condition not accepted.		
<b>Comments by Bidder:</b> Provide the condition reference, the reasons for not accepting the condition.		

## **ANNEX A.4: TERMS AND DEFINITIONS**

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### **10. ABBREVIATIONS**

CECNS	Class ECNS
CPE	Customer Premise Equipment
DHA	Department of Home Affairs
DSL	Digital Subscriber Line
ECNS	Electronic Communications Network Service
EME	Exempted Micro Enterprises
FE	Fast Ethernet
FTTx	Fibre to the x
ICASA	Independent Communications Authority of South Africa
ICT	Information and Communication Technology
IECNS	Individual ECNS
ISR	Integrated Services Router
Kbps	Kilobits per second
Mbps	Megabits per second
ME	Metro Ethernet
NGN	Next Generation Network
NPR	National Population Register
OEM	Original Equipment Manufacturer
POTS	Plain Old Telephone Service
PPPFA	Preferential Procurement Policy Framework Act
QSE	Qualifying Small Enterprises
VPN	Virtual Private Network
WAN	Wide Area Network



## ANNEX B: BIDDER SUBSTANTIATING EVIDENCE

### 11. MANDATORY REQUIREMENT EVIDENCE

#### 11.1 BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS

The Bidder must provide the following documentation as proof that the Bidder is a certified / registered OEM partner and, or reseller to install, supply, maintain and support related OEM products and/or services listed in the table below:

(a) **Attach** the required OEM letters for each of the OEMs listed below **here**.

Certification #	Mandatory Requirement
1	Attach a copy of documentation (valid certificate or letter), for <b>Cisco OEM</b> and in Cisco's company letterhead, confirming that the Bidder is a registered Cisco partner and, or reseller to install and provide maintenance and or support and or provide related Cisco products and or services.
2	Attach a copy of documentation (valid certificate or letter), for <b>Huawei OEM</b> and in Huawei's company letterhead, confirming that the Bidder is a registered Huawei partner and or reseller to install and provide maintenance and, or support and or provide related Huawei products and or services.
3	Attach a copy of documentation (valid certificate or letter), for <b>Juniper OEM</b> and in Juniper's company letterhead, confirming that the Bidder is a registered Juniper partner and, or reseller to install and provide maintenance and or support and or provide related Juniper products and or services.
4	Attach a copy of documentation (valid certificate or letter), for <b>HP OEM</b> and in HP's company letterhead, confirming that the Bidder is a registered HP partner and, or reseller to install and provide maintenance and or support and or provide related HP products and or services.

**Note (1): Failure to provide all the listed OEM letters as listed in table in section 11.1 will result in disqualification.**

#### 11.2 BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS

Complete table below, noting that:

- a) The Bidder must complete the reference details in Annex B, of at least one (1) customer, with a minimum install base of 2000 WAN/LAN Equipment to whom WAN /LAN infrastructure Maintenance and Support was provided during the past five (5) years, and
- 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 to maintenance and support of WAN/LAN equipment.
- d) Complete below one (1) customer reference table (1).

Table 1: Customer 1 Reference

<b>REFERENCE– Customer 1</b>	
<b>1. Client detail</b>	List details below
1.1 Client Name:	
1.2 Client Registration number	
1.3 Client Contact person: (must be currently employed at the reference site)	
1.4 Client Contact numbers:	
1.4.1 Office Tel:	
1.4.2 Cell phone number	
1.4.3 e-mail address:	
<b>2. Duration of Service delivery (start and end date or continuous situation) within the last 5 years</b>	
2.1 Start Date	
2.2 End Date	
<b>3. Description of the service that was rendered</b>	
3.1 Service description (must include WAN/LAN infrastructure maintenance and support):	
3.2 Number of WAN/LAN equipment supported (minimum 2000):	
<b>4. Confirm if the rendered ICT services was satisfactorily</b>	Yes/No

### 11.3 TECHNICAL MANDATORY FUNCTIONAL REQUIREMENTS

- (a) The Bidder must ensure compliance and, or capability to the Technical Mandatory Functional Requirements by completing Annex C and attach it here.

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

**Yes = Comply**

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

#### **11.4 SPECIAL CONDITIONS OF CONTRACT**

The Bidder **must** accept **All** the Special Conditions of Contract (SCC) as stated in section 8.2, by completing the Declaration of Acceptance in section 8.3.

**NOTE:**

**Failure to accept all the Special Conditions of Contract (SCC) will result in disqualification.**

#### **11.5 THIRD PARTY RISK MANAGEMENT ASSESMENT**

The Bidder **must** comply to the Third-Party Risk Management Assessment requirement by completing **All** the questions in **ANNEX D** and **attach it here**.

## ANNEX C: TECHNICAL MANDATORY FUNCTIONAL REQUIREMENT

Note (1): The Bidder must confirm that they comply with the following Technical Mandatory Functional Requirements as indicated below as this will be legal contractual binding.

Technical Mandatory Functional Requirements	Description	Comply/Not Comply (indicate next to each line item)
<b>LAN / WAN Environmental Equipment:</b>		
<b>PRODUCT AND or SERVICE FUNCTIONAL REQUIREMENTS</b>	1) Must be able to provide a loan equipment for all listed BOM equipment.	
	2) Must be able to provide a loan equipment for ninety days at specified customer site as per BOM provided.	
	3) Must be able to install, integrate and configure Cisco OEM equipment as per BOM provided.	
	4) Must be able to install, integrate and configure Huawei OEM equipment as per BOM provided.	
	5) Must be able to install, integrate and configure Juniper OEM equipment as per BOM provided.	
	6) Must be able to install, integrate and configure HP OEM equipment as per BOM provided	
	7) Must be able to install and integrate Various OEM Uninterruptable Power Supply (UPS) equipment as per BOM provided	
	8) Must be able to install and integrate Various OEM Lightning Protector Equipment (i.e. Netshield, Busicor, etc), or equivalent as per BOM provided.	
	9) Must be able to install and integrate Various OEM Aircon equipment as per BOM provided	
	10) Must be able to install, integrate and configure various OEM Wireless Access Points (WAP) at various heights as specified by the OEM's WAP Specification of the equipment as per BOM provided. WAP installation heights might be higher than 25 metres.	
	11) Must be able to install, integrate and configure (where necessary and or applicable and or required) ALL listed types of various OEM equipment as per BOM provided within OEM specification and provide minimum one year warranty.	
<b>Service required:</b>		
	1) Equipment Replacement	
	2) Installation	

## ANNEX C: TECHNICAL MANDATORY FUNCTIONAL REQUIREMENT

Note (1): The Bidder must confirm that they comply with the following Technical Mandatory Functional Requirements as indicated below as this will be legal contractual binding.

Technical Mandatory Functional Requirements	Description	Comply/Not Comply (indicate next to each line item)
INTERGRATION REQUIREMENTS	3) Configuration	
	4) Provide OEM maintenance and support (if and when requested)	
Other Requirements:		
UNRESOLVED INCIDENTS FROM PREVIOUS CONTRACTS	All unresolved incidents from the previous contract(s) will be transferred to the successful Bidder as part of the handover process and handled on a time and material basis (if necessary).	
LOAN DEVICES	Service Provider is expected to readily provide loan devices for these sites for 90 days. The exact number of outstanding incidents will be determined, shared and discussed during contracting.	

**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:

## ANNEX D: THIRD-PARTY RISK MANAGEMENT (TPRM) ASSESMENT

### 1. INSTRUCTIONS

- (1) In terms of the approved SITA Third-Party Risk Management Framework, all Bidders responding to this bid **must** complete the following section by answering **ALL** the questions.
- (2) By completing the Third-Party Risk Management Assessment the Bidder agrees to provide all reasonable supporting documentation when requested to do so, as well as during contract finalisation as this is a **pre-award condition of this bid**.
- (3) Any risk identified during the assessment process will have to be mitigated and/or remediated before or during the contract finalisation phase. A detailed mitigation plan, that is acceptable to SITA, may also be required.
- (4) Supplier due diligence, as contained in the Special Conditions of Contract, is also applicable to this Third-Party Risk Management process.
- (5) The following 6 (six) risk elements will be assessed:
  - (a) Company risk: 10 questions;
  - (b) Financial risk: 6 questions;
  - (c) Operational risk: 8 questions;
  - (d) Governance and compliance risk: 6 questions;
  - (e) Information security and privacy risk: 7 questions;
  - (f) Reputational risk: 6 questions.

### 2. EVALUATION CRITERIA

- (1) Company risk

- (a) Questions 2, 3, 6, 8, 9, 10:

Evaluation criteria	Score
Yes	0
Partially meet requirements	0.5
No	1

- (b) Questions 1, 4, 5:

Evaluation criteria	Score
Yes	1
Partially meet requirements	0.5
No	0

- (c) Question 7:

Evaluation criteria	Score
Yes, actively operating for more than 5 years	1

Evaluation criteria	Score
2-5 Years actively operating	0.5
No, actively operating for less than 2 years	0

(2) All questions for all other risk elements:

Evaluation criteria	Score
Yes	1
Partially meet requirements	0.5
No	0

### 3. THIRD PARTY RISK ASSESSMENT

The assessment of Bidders' responses to the questions will be determined by the completeness (i.e. **all** questions answered), undertaking signed (where required) and accuracy of substantiating evidence, when requested. Please note that SITA reserves the right to verify the information provided.

Question to assess each risk element		Bidders response: Mark relevant box with an “X”		
Company Risk				
(1)	Have you listed all related party transactions to be declared between you and SITA or its department in SBD9?	YES	PARTIALLY	NO
(2)	Are you currently involved in litigation against SITA – or do you foresee litigation being instituted within the next 6 months?	YES	PARTIALLY	NO
(3)	Are there any law suits or ongoing litigation that could affect this transaction in any way or the Bidder as an ongoing concern?	YES	PARTIALLY	NO
(4)	Is customer service delivery or contract performance actively monitored by you?	YES	PARTIALLY	NO
(5)	Do you have formal strategic planning processes in place?	YES	PARTIALLY	NO
(6)	Are any of your directors or shareholders Prominent Influential People (PIP) or Politically Exposed Persons (PEP)?	YES	PARTIALLY	NO
(7)	Has your company been actively operating as a going concern for more than 5 years?	YES	2-5 YEARS	LESS THAN 2 YEARS
(8)	Is the company busy with a re-organisational/restructuring process that may impact this transaction?	YES	PARTIALLY	NO

Question to assess each risk element	Bidders response: Mark relevant box with an "X"		
(9) Are any of your suppliers located in a region where geopolitical risk exposure is high?	YES	PARTIALLY	NO
(10) Has any current director of the Bidder ever served as a director of a company during a period where a Government contract was cancelled?	YES	PARTIALLY	NO
<b>Financial Risk</b>			
(1) Did you have positive revenue growth in the past three years?	YES	PARTIALLY	NO
(2) Is the proposed bid price going to be <b>less than 40%</b> of your total annual revenue for the previous financial year?	YES	PARTIALLY	NO
(3) Is the financial health of your company in good standing?	YES	PARTIALLY	NO
(4) Were your Annual Financial Statement (AFS) unqualified in the last financial year?	YES	PARTIALLY	NO
(5) Do you have sufficient cash in the bank (2 or more months' worth of operating cost) to operate under restricted conditions for at least 2 months?	YES	PARTIALLY	NO
(6) Do you have a clean credit record: No current or pending judgement, adverse listing, business rescue or principal sequestration listing?	YES	PARTIALLY	NO
<b>Operational Risk</b>			
(1) Do you have operational redundancy (resilience) in terms of technology and energy resources to ensure high availability of services?	YES	PARTIALLY	NO
(2) Are your dependencies for logistics either fully under your own control <b>or</b> managed through supplier performance management contracts? (Choose "Yes" if fully under your own control and "No" for supplier contracts)	YES	PARTIALLY	NO
(3) Do you have operational procedure standards in place across the organisation, such as change control, release management, access control, incident management, back-up regimes and restore tests, etc?	YES	PARTIALLY	NO



Question to assess each risk element		Bidders response: Mark relevant box with an "X"		
(4)	Do you have human resources management in place, including succession planning and mitigation against key reliance on single individuals?	YES	PARTIALLY	NO
(5)	Do you have sound supply chain processes in place?	YES	PARTIALLY	NO
(6)	Do you have sound third party risk management processes in place (fourth party for SITA)?	YES	PARTIALLY	NO
(7)	Do you have a fully-fledged research and development (R&D) department to ensure continuous improvement?	YES	PARTIALLY	NO
(8)	Do you rely on locally manufactured components or have actively managed the risk relating to lead times or delivery delays? (Choose "Yes" if you rely on locally manufactured components or can actively manage lead times and prevent delivery delays where manufacturing is not local i.e. not in South Africa)	YES	PARTIALLY	NO
<b>Governance and Compliance Risk</b>				
(1)	Do you comply with all legislation, including labour, health and safety regulations?	YES	PARTIALLY	NO
(2)	Do you have the appropriate governance frameworks (Cobit, ITIL, King) in place with due monitoring against set standards?	YES	PARTIALLY	NO
(3)	Do you have an internal audit function compliant with IIA standards (insourced, outsourced or co-sourced) in place?	YES	PARTIALLY	NO
(4)	Do you follow formally documented enterprise risk management processes?	YES	PARTIALLY	NO
(5)	Are all statutory requirements of the entity up to date? Specifically, the following: CIPC Returns, Tax returns, UIF and COIDA.	YES	PARTIALLY	NO
(6)	Do you have comprehensive insurance in place, including cover for assets, business disruption and liability?	YES	PARTIALLY	NO
<b>Information Security and Privacy Risk</b>				
(1)	Are your physical security perimeters appropriately safeguarded?	YES	PARTIALLY	NO

Question to assess each risk element		Bidders response: Mark relevant box with an "X"		
(2)	Do you have video surveillance of areas that will contain SITA information/products?	YES	PARTIALLY	NO
(3)	Do you conduct security and suitability verification of all employees prior to employment?	YES	PARTIALLY	NO
(4)	Do you have identification verification controls in place in all your buildings?	YES	PARTIALLY	NO
(5)	Are your access control protocols verified to be effective by Internal and/or External Auditors?	YES	PARTIALLY	NO
(6)	Do you have Security Information and Events Management (SIEM) processes in place?	YES	PARTIALLY	NO
(7)	Do you have sufficient information security and cyber arrangements in place for employees working from home?	YES	PARTIALLY	NO
<b>Reputational Risk</b>				
(1)	Do you have anti-bribery and corruption, anti-money laundering and fraud prevention practices in place?	YES	PARTIALLY	NO
(2)	Please confirm that neither the company, nor any of its directors has been named in any corruption scandal (choose "Yes" to confirm <b>not being named</b> in a corruption scandal)	YES	PARTIALLY	NO
(3)	Do you have a social responsibility programme in place?	YES	PARTIALLY	NO
(4)	Do you have an environmental protection policy, including potential harmful emission or hazardous waste management?	YES	PARTIALLY	NO
(5)	Do you actively manage your organisation's energy consumption?	YES	PARTIALLY	NO
(6)	Is your employment equity plan up to date and actively managed?	YES	PARTIALLY	NO

#### 4. THIRD PARTY RISK MANAGEMENT DECLARATION

The Bidder hereby makes the following declaration and confirm the following information (mark with a "X" in the corresponding column):

STATEMENT OF DECLARATION	ACCEPT AND CONFIRM	DO NOT ACCEPT AND CONFIRM
(1) All questions in this assessment were answered accurately.		
(2) SITA can request additional supporting documentation, within reason, to confirm the accuracy and completeness of the information provided in this self-assessment.		

#### DECLARATION OF ACCEPTANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
(1) The Bidder declares that all information provided in this assessment is accurate.		
(2) The Bidder understands that any false information may constitute misrepresentation.		
(a) SITA reserves the right to verify the information provided.		
(3) By completing the Third-Party Risk Management Assessment the Bidder agrees to provide all reasonable supporting documentation when requested to do so, as well as during contract finalisation as this is a <b>pre-award condition of this bid</b> .		
(4) The Bidders understand and agrees that this section will form part of the contract and is legally binding.		
Any additional comments by Bidder pertaining to the third-party risk assessment:		

**NOTE: Failing to complete all the questions, or not Accepting the Declaration of Acceptance above will result in disqualification.**