



BID SPECIFICATION

STATE INFORMATION TECHNOLOGY AGENCY (SOC) LTD

Registration number 1999/001899/30

RFB REF. NO:	RFB 2677/2022
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER TO PROVIDE GAUTENG MOTOROLA TETRA RADIO NETWORK SYSTEM UPGRADE, MAINTENANCE AND SUPPORT FOR SOUTH AFRICAN POLICE SERVICES FOR A PERIOD OF 18 MONTHS
PUBLICATION DATE	15 NOVEMBER 2022
BRIEFING SESSION	<p>COMPULSORY BRIEFING SESSION AND SITE VISIT: DATE: 21 UNTIL 23 NOVEMBER 2022</p> <p>TIME: 10:00 AM VENUE: TULBACH PARK COMPLEX DRANKENSTEIN BUILDING, 2ND FLOOR BOARDROOM, ROOM DRK228 HATFIELD, PRETORIA</p>
CLOSING DATE FOR QUESTIONS AND ANSWERS	30 NOVEMBER 2022
RFB CLOSING DETAILS	<p>DATE: 09 DECEMBER 2022</p> <p>TIME: 11H00 AM (SOUTH AFRICAN TIME)</p> <p>PLACE: TENDER OFFICE, PONGOLA IN APOLLO, 459 TSITSA STREET, ERASMUSKLOOF, PRETORIA (HEAD OFFICE)</p>
PUBLIC OPENING OF RFB RESPONSES	N/A
RFB VALIDITY PERIOD	120 DAYS FROM THE CLOSING DATE

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

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ANNEX A: INTRODUCTION

1. PURPOSE AND BACKGROUND

1.1. PURPOSE

The purpose of this RFB is to invite Suppliers (hereinafter referred to as “bidders”) to submit bids for the” Provision of Gauteng Motorola Tetra Radio Network System Upgrade, Maintenance and support to SAPS for a period of 18 months.

1.2. BACKGROUND

This specification calls for the provision of:

System Maintenance support services and components for the Gauteng TETRA Radio Network. The specification applies to the entire TETRA transmission network including all electronic sub systems however excluding the facilities and infrastructure (non- transmission) at the Radio High Sites.

This requirement is for the repair of all current defects as well as maintaining the system functionality according to specification, for a period of **18 months** on a **twenty-four (24)** hours a day, **seven (7)** days a week and **three hundred and sixty-five (365)** days a year basis with no risk to the SAPS.

2. SCOPE OF BID

2.1. SCOPE OF WORK

This section describes the scope of work for this bid. Below are the categories of scope of work required for this bid and they are as follows:

(1) TECHNICAL REQUIREMENTS:

- (a) The bidder shall maintain and repair all TETRA system components at all sixty-two (62) Radio High Sites.
- (b) Render services to all sixty-two (62) Radio High Sites, which includes the maintenance, services, repairs, callouts, firmware and software upgrades and the replacement of any parts including all repairs due to damages caused by vandalism or Acts of God.
- (c) Provide and supply equipment and services which comply with the applicable ETSI standard as detailed, (i.e. (i) ETS 300 392, ETS 300 394, ETS 300 395, ETS 300 396. (ii) Safety aspects to be compliant with EN 60950. (iii) Electronics Communications Act of 2005. (iv) Independent Communications Regulatory Authority (ICASA) regulations. (v) Occupational Health and Safety Act of South Africa.).
- (d) Provide equipment and services which comply with the applicable specification as detailed here; (i) EMC SANS 222, SANS 300385 AND SANS 301489-4 (ii) RF EN301751 (iii) Safety EN60950 (iv) Environmental ETS300019-1-3, class 3.2 (v) Electronics Communications Act of 2005 (vi) Independent Communications Regulatory Authority (ICASA) regulations).

(2) SYSTEM INFRASTRUCTURE REPAIR WITH ADVANCE EXCHANGE

- (a) Provide a hardware repair or replacement service for all of the systems infrastructure equipment as well as the management of repairs and co-ordination of the equipment repair logistics process such that the system reserve components are kept in working condition such that immediate replacement of faulty items is possible at all times in order to ensure 99.9% availability of the system with no risk to the SAPS.
- (b) Provide all spares required for the repairs and maintenance of the Gauteng TETRA Dimetra R8.2 system ensuring a 99.9% availability at all times.
- (c) The bidder shall ensure that the complete TETRA network is maintained to the latest software, firmware and hardware releases including the latest virus protection for the entire contract period.

(3) SYSTEM SUPPORT

- (a) Provide support to ensure that TETRA network availability of 99, 9%.
- (b) Provide support to ensure a 99.9% availability of all Radio High Sites that make up the TETRA network.
- (c) Provide support to ensure a 99.9% availability of the Main Switching Office (MSO), Midrand 10111 and Magazine Hill.
- (d) Provide repairs which includes damages caused by vandalism or Acts of God.
- (e) Respond and repair to mission critical sites (MSO, Lyttelton, Minerva, Midrand and Tembisa) not operational within two (2) hours after report of fault to the bidder.
- (f) Respond and repair to priority sites within four (4) hours after report of fault to the bidder.
- (g) Respond and repair operational faults not having impact to system performance within the next business day after report of fault to the bidder.
- (h) Provide and ensure availability of the qualified TETRA system engineer for emergency and after-hours callouts.
- (i) Provide Level 3 support as and when needed by SAPS Radio Technical Services.
- (j) Record all work done by the qualified TETRA system engineer, on the job card or worksheet for audit purposes.

(4) The scope of work excludes the following –

Facilities and infrastructure (non- transmission) at the Radio High Sites.

(5) TRAINING

In order to ensure business continuity as part of the handover process 20 as part of handover process to ensure business continuity and skill transfer the following training must be provided by the successful bidder to twenty (20) SAPS System Technicians as and when the need arises:

- i) Mobile Switching Office (MSO) Level 1 and 2..
- ii) Transmission Backbone Level 1 and 2.
- iii) Consoles Level 1 and 2.

- iv) Field Technician Level 1 and 2.
- v) Training on the latest software, firmware and hardware releases.
- vi) Assessment of the technicians after training must be done by the OEM assessor.
- vii) Assessment of the technicians after training must be done by the OEM assessor.

Note: Cost of any training and/ or relevant material including certificates for successful trainees offered shall be specified by the bidder and included in the bid price.

2.2. DELIVERY ADDRESS

The High-Site Inventory Baseline List is contained in **ANNEX D**.

Note: The ANNEX D will be provided at the Compulsory Briefing and Site Visit, after signing a Non-Disclosure Agreement.

2.3. CUSTOMER INFRASTRUCTURE AND ENVIRONMENT REQUIREMENTS

System Maintenance support services and components for the Gauteng TETRA Radio Network. The specification applies to the entire TETRA transmission network including all electronic sub systems however excluding the facilities and infrastructure (non- transmission) at the Radio High Sites. To enhance understanding for the bidder the following has been attached to the bid;

Note: Tetra Radio network baseline inventory is contained in ANNEX E:

The ANNEX E will be provided at the Compulsory Briefing and Site Visit, after signing a Non-Disclosure Agreement.

3. REQUIREMENTS

3.1. PRODUCT/ SERVICE / SOLUTION REQUIREMENTS

This requirement is for the repair of all current defects as well as maintaining the system functionality according to OEM specification, for a period of 18 months on a twenty four (24) hours a day, seven (7) days a week and three hundred and sixty five (365) days a year basis with no risk to the SAPS.

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
Stage 1	Administrative pre-qualification verification	YES
Stage 2	Technical Mandatory requirement evaluation	YES
Stage 3	Special Conditions of Contract verification	YES
Stage 4	Price / B-BBEE evaluation	YES

ANNEX A.1: ADMINISTRATIVE PRE-QUALIFICATION

5. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

5.1. ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION

- (1) The bidder **must comply** with ALL of the bid pre-qualification requirements in order for the bid to be accepted for evaluation.
- (2) 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, one copy and two copies on memory stick / USB.
- (2) **Attendance of briefing session:** A **Compulsory Briefing session with site visit** will be held. The bidder has to sign the briefing session attendance register using the same information (bidder company name, bidder representative person name and contact details) as submitted in the bidder’s response document. The attendance of the Briefing session and the Site visit is compulsory.
- (3) **Registered Supplier.** The bidder is, in terms of National Treasury Instruction Note 4A of 2016/17, registered as a Supplier on National Treasury Central Supplier Database (CSD).

Note: ANNEX D and ANNEX E will be provided at the Compulsory Briefing and Site Visit, after signing a Non-Disclosure Agreement.

6. TECHNICAL MANDATORY REQUIREMENT

6.1. INSTRUCTION AND EVALUATION CRITERIA

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

6.2. TECHNICAL MANDATORY REQUIREMENTS

TECHNICAL MANDATORY REQUIREMENTS	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
<p>(1) BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS</p> <p>The bidder must be accredited with the OEM/OSM for the provision of Motorola Tetra System Maintenance and Support.</p>	<p>Attach to Annexure B a copy of a valid documentation (letter or certificate) from OEM/OSM as proof that bidder is accredited to provide Motorola Tetra System, Maintenance and Support.</p> <p>Note: SITA reserves the right to verify the information provided.</p>	<p><provide unique reference to locate substantiating evidence in the bid response ANNEX B 10.1></p>
<p>(2) BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS</p> <p>The bidder must have provided Motorola system Maintenance and support services to at least two (2) customers in the last five (5) years.</p>	<p>Provide in Annexure B references for two (2) customers to whom the Motorola system maintenance and support was delivered in the last five (5) years.</p>	<p><provide unique reference to locate substantiating evidence in the bid response ANNEX B 10.2></p>

TECHNICAL REQUIREMENTS	MANDATORY	Substantiating evidence of compliance <i>(used to evaluate bid)</i>	Evidence reference <i>(to be completed by bidder)</i>
		Note: SITA reserves the right to verify information provided.	
(3) SERVICE / SYSTEM REQUIREMENT The bidder must confirm compliance to the Service/System requirements for Motorola Tetra System Maintenance And Support		The bidder must confirm that they comply with the Service / System Requirements by completing Annex C: Addendum 1.	<provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 10.3 and ANNEX C, Addendum 1>
(4) SPECIAL CONDITIONS OF CONTRACT The Bidder must accept all the Special Conditions of Contract (SCC) as stated in Section 7, Annexure A2 of this bid Specification.		The Bidder must accept all the Special Conditions of Contract (SCC) as stated in Section 7, Annexure A2 of this bid Specification. Note (1): Failure to accept all the Special Conditions of Contract (SCC) as stated in section 7, Annexure A2 of this Bid Specification will result in disqualification.	<provide unique reference to locate substantiating evidence in the bid response – see ANNEX B, section 10.4>

6.3. DECLARATION OF COMPLIANCE

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

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

7. SPECIAL CONDITIONS OF CONTRACT

7.1. INSTRUCTION

- (1) The successful supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the successful Supplier. However, SITA/ SAPS reserves the right to include or waive the condition in the signed contract.
- (2) SITA/SAPS reserves the right to –
 - a) Negotiate the conditions, or
 - b) Automatically disqualify a bidder for not accepting these conditions,
 - c) Award to multiple bidders.
- (3) In the event that the bidder qualifies the proposal with own conditions, and does not specifically withdraw such own conditions when called upon to do so, SITA will invoke the rights reserved in accordance with subsection 7.1 (2) above.
- (4) The bidder must **complete the declaration of acceptance** as per section 7.3 below by marking with an “X” either “ACCEPT ALL” or “DO NOT ACCEPT ALL”, failing which the declaration will be regarded as “DO NOT ACCEPT ALL” and the bid will be disqualified.

7.2. SPECIAL CONDITIONS OF CONTRACT

1. CONTRACTING CONDITIONS

- (a) **Formal Contract.** The Supplier must enter into a formal written Contract (Agreement) with SAPS.
- (b) **Right of Award.** SITA / SAPS reserves the right to award the contract for required goods or services.
- (c) **Right to Audit.** SITA / SAPS reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct a financial audit or probity to ascertain whether a qualifying bidder has the financial wherewithal or technical capability to provide the goods and services as required by this tender.

2. SERVICES AND PERFORMANCE METRICS

(Maintenance and Support Services) Mission Critical – Site

- (a) One (1) hour to respond and one (1) hour to resolve = two (2) continuous, unsuspended hours.
- (b) One (1) hour to respond and two (2) hours to resolve = three (3) continuous, unsuspended hours.
- (c) One (1) hour to respond and three (3) hours to resolve = four (4) continuous, unsuspended hours.

- (d) One (1) hour to respond and four (4) hours to resolve = five (5) continuous, unsuspended hours.
- (e) One (1) hour to respond and five (5) hours to resolve = six (6) continuous, unsuspended hours.
- (f) An hour is added to the total hours for every one-hundred (100) km travelled further than four-hundred-and-forty-nine (449) km.

3. Operational

- (a) One (1) hour to respond and five (5) hours to resolve = six (6) continuous, unsuspended hours.
- (b) One (1) hour to respond and six (6) hours to resolve = seven (7) continuous, unsuspended hours.
- (c) One (1) hour to respond and seven (7) hours to resolve = eight (8) continuous, unsuspended hours.
- (d) One (1) hour to respond and eight (8) hours to resolve = nine (9) continuous, unsuspended hours.
- (e) One (1) hour to respond and nine (9) hours to resolve = ten (10) continuous, unsuspended hours.
- (f) An hour is added to the total hours for every one-hundred (100) km travelled further than four-hundred-and-forty-nine (449) km.
- (g) All repairs must be completed in the time required by the defined SLA.
- (h) The bidder will provide the on-site support based on the relevant OEM Maintenance Agreement.

4. TRAINING FOR APPLICABLE SECTION

In order to ensure business continuity as part of the handover process 20 as part of handover process to ensure business continuity and skill transfer the following training shall be provided by the successful bidder to the SAPS System Technicians as and when the need arises:

- i) Mobile Switching Office (MSO) Level 1 and 2.
- ii) Transmission Backbone Level 1 and 2.
- iii) Consoles Level 1 and 2.
- iv) Field Technician Level 1 and 2..
- v) Training on the latest software, firmware and hardware releases
- vi) Assessment of the technicians after training must be done by the OEM assessor.
- vii) Assessment of the technicians after training must be done by the OEM assessor.
- viii) Cost of any training and/ or relevant material including certificates for successful trainees offered shall be specified by the bidder and included in the bid price.

5. SYSTEM INFRASTRUCTURE REPAIR WITH ADVANCE EXCHANGE

- (a) The bidder shall provide a hardware repair or replacement service for all of the system infrastructure equipment as well as the management of repairs and co-ordination of the equipment repair logistics process such that the system reserve components are kept in working condition such that immediate replacement of faulty items is possible at all times in order to ensure 99.9% availability of the system with no risk to the SAPS.
- (b) The bidder shall provide all spares required for the upgrade repairs and maintenance of the Gauteng TETRA Dimetra R8.2 system ensuring a 99.9% availability at all times.
- (c) The bidder shall ensure that the complete TETRA network is maintained to the latest software, firmware and hardware releases including the latest virus protection for the entire contract period.

6. SYSTEM SUPPORT

- (a) The bidder shall ensure that support is given to ensure TETRA network availability of 99, 9%.
- (b) The bidder shall ensure a 99.9% availability of all Radio High Sites that make up the TETRA network.
- (c) The bidder shall ensure a 99.9% availability of the Main Switching Office (MSO), Midrand 10111 and Magazine Hill.
- (d) All repairs including damages caused by vandalism or Acts of God shall form part of this bid.
- (e) The bidder must respond and repair to mission critical sites (MSO, Lyttelton, Minerva, Midrand and Tembisa) not operational within two (2) hours after report of fault to the bidder.
- (f) The bidder must respond and repair to priority sites within four (4) hours after report of fault to the bidder.
- (g) The bidder must respond and repair operational faults not having impact to system performance within the next business day after report of fault to the bidder.
- (h) The bidder must ensure availability of the qualified TETRA system engineer for emergency and after hour's callouts.
- (i) The qualified TETRA system engineer must liaise with subcontractors regarding the management of reported where applicable.
- (j) The qualified TETRA system engineer must record all work done on the job card or worksheet for audit purposes.

7. FAULT REPORTING AND SYSTEM PERFORMANCE REPORTING

- (a) The qualified TETRA system engineer shall report any irregularity/ties or fault/s encountered with regards to any component that is a part of the TETRA system to the responsible SAPS Radio Technical Services representative prior to attending the fault.

- (b) The bidder shall provide monthly and quarterly TETRA system performance report and expenditure report to SAPS Radio Technical Services.
- (c) The bidder shall be responsible for the scheduling of the monthly contract meetings with SAPS Radio Technical Services and taking of minutes.
- (d) The bidder must have fault tracking system with unique reference numbers where faults can be recorded from initiation to resolution. The SAPS Radio Technical Services shall be provided with access to such system for fault monitoring.
- (e) The qualified system engineer must present report on system performance at the contract management meeting to SAPS Radio Technical Services monthly or regularly when system performance concerns dictates.
- (f) The qualified system engineer must record all faults, incidents, call outs, repair times on the systems for all components in order to provide weekly, monthly and quarterly statistical reports to SAPS Radio Technical Services.

8. SERVICES AND PERFORMANCE METRICS

- (a) The Supplier must deliver the services as per the requirement within the Gauteng province to ensure 99.9% availability of the system.
- (b) The Supplier is responsible to provide the following services as specified in the Service Breakdown Structure (SBS) within the specified context and duration:

SBS	Service Element	Service Grade	Service Level
1.	Call Centre	Platinum	24h x 7days x 52weeks
2.	Call Centre	Normal	8h x 5d, 07:30 – 16:30
3.	Incident Response (MaxTTResp)	Normal	Maximum 1 hours
4.	Incident Restore (MaxTTRep)	Normal	Maximum 4 hours

9. PENALTIES

- (a) Should the maintenance bidder not adhere to the SLA time frame specified to Respond (MaxTTResp) to an incident, the penalty to the maintenance bidder shall be equal to 2% of the full value of the Scheduled Maintenance cost for that month for the relevant site (labour and equipment).
- (b) Should the maintenance bidder not adhere to the SLA time frame specified to Repair (MaxTTRep) of an incident, the penalty to the maintenance bidder shall be equal to 5% of the full value of the Scheduled Maintenance cost for that month for the relevant site (labour and equipment).
- (c) The penalty for late submission of a RCAs or RFO document shall be equal to 2% of the full value of the Scheduled Maintenance cost for that month for the relevant site (labour and equipment).
- (d) The above penalties shall be applied at SAPS’s discretion, following the breach of a Service Level Agreement. The bidder shall have the opportunity to provide a report, within seven calendar days following the incident or SAPS’s notice of penalty, indicating

why the bidder deem the penalty not to be applied. SAPS shall take this into consideration, but SAPS's decision shall be final and shall deduct penalty values from the monthly invoices for the relevant site(s).

- (e) Penalties for not adhering to the specified SLA timelines shall be calculated on a sliding scale, and be as follow:
 - i. Second time not adhering to, for the same site in a three-month period: two times the initial penalty.
 - ii. Third time not adhering to, for the same site in a three-month period: four times the initial penalty.
 - iii. Fourth time not adhering to, for the same site in a three-month period: six times the initial penalty.
 - iv. Fifth and more times time not adhering to, for the same site in a three-month period: ten times the initial penalty.

10. CERTIFICATION, EXPERTISE AND QUALIFICATION

- (a) The Supplier represents that,
 - (i) it has the necessary expertise, skill, qualifications and ability to undertake the work required in terms of the Statement of Work or Service Definition and;
 - (ii) it is committed to provide the Products or Services; and
 - (iii) perform all obligations detailed herein without any interruption to the Customer.
- (b) The Supplier must provide the service in a good and workmanlike manner and in accordance with the practices and high professional standards used in well-managed operations performing services similar to the Services;
- (c) The Supplier must perform the Services in the most cost-effective manner consistent with the level of quality and performance as defined in Statement of Work or Service Definition.

11. ORIGINAL EQUIPMENT MANUFACTURER (OEM) OR ORIGINAL SOFTWARE MANUFACTURER (OSM) WORK

- (a) The Supplier must ensure that work or service is performed by a person who is certified by Original Equipment Manufacturer or Original Software Manufacturer.
- (b) The supplier must ensure that the service is performed by qualified OEM system expert with (including sub-systems) expertise as and when needed by SAPS Radio Technical Services to provide expert support of the Gauteng Motorola TETRA Dimetra system and sub-systems.

12. LOGISTICAL CONDITIONS

(a) Hours of work

In the event that SITA/SAPS grants the Supplier permission to access SITA's/SAPS's Environment including hardware, software, internet facilities, data, telecommunication facilities and/or network facilities remotely, the Supplier must adhere to SITA's/SAPS 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.

- (b) **Tools of Trade.** The Supplier must provide the necessary tools.

- (c) **On-site and Remote Support.** The Supplier must provide onsite and remote support as and when required.
- (d) **Support and Help Desk.** The Supplier must provide support as stipulated.

13. 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 **SECRET or TOP SECRET** 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.

14. 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.

15. 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 /SAPS;

- (e) the Products is maintained during its Warranty Period at no expense to SITA/SAPS;
- (f) the Product possesses all material functions and features required for SITA/SAPS'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/SAPS 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/SAPS 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/SAPS after the Commencement Date of the Contract remains free from any lien, pledge, encumbrance or security interest;
- (l) SITA/SAPS's use of the Product and Manuals supplied in connection with the Contract does not infringe any Intellectual Property Rights of any third party;
- (m) the information disclosed to SITA/SAPS 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/SAPS as contained in the Contract are at least as favourable as those offered by the Supplier to any of its other customers that are of the same or similar standing and situation as SITA/SAPS; and
- (q) any misrepresentation by the Supplier amounts to a breach of Contract.
- (r) All new goods and services delivered by the bidder to the SA Police Service shall be guaranteed in terms of paragraph 15 of General Conditions of Contract.
- (s) All repairs on items where the original equipment warranty has expired shall be guaranteed after repair for a period of 3 months.

16. INTELLECTUAL PROPERTY RIGHTS

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

SITA/SAPS, which approval is in SITA's sole and absolute discretion, the Supplier must cease all use of SITA/SAPS'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.
- 2) If so required by SITA/SAPS, the Supplier must certify in writing to SITA/SAPS that it has either returned all SITA/SAPS Intellectual Property to SITA/SAPS or destroyed or deleted all other SITA/SAPS Intellectual Property in its possession or under its control.
 - 3) SITA/SAPS, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.
 - 4) Save for the license granted in terms of this Contract, the Supplier retains all Intellectual Property Rights in and to the Supplier's pre-existing Intellectual Property that is used or supplied in connection with the Products or Services.

17. 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/SAPS 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/SAPS 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/SAPS to conclude an agreement with the potential suppliers. Failure to comply during finalisation of a contract may result to disqualification.

18. 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.

19. FRONTING

- (a) The SITA/SAPS 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/ SAPS, 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/SAPS may have against the bidder/contractor concerned.

20. 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.

21. TARGETED PROCUREMENT/TRANSFORMATION

SITA/SAPS, 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.

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

22. SUPPLIER DUE DILIGENCE

SITA/ SAPS 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 Supplier will be verified and any misrepresentation thereof may disqualify the bid or Contract in whole or parts thereof, the bid or Contract in whole or parts thereof.

7.3. DECLARATION OF ACCEPTANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
1. The bidder declares to ACCEPT ALL the Special Condition of Contract as specified in section 7 above by indicating with an "X" in the "ACCEPT ALL" column,		
NOTE: Bidders must ACCEPT ALL the Special Condition of Contract as specified in section 7, failing which will result in Disqualification		

ANNEX A.3: COSTING AND PRICING

8. COSTING AND PRICING

8.1. COSTING AND PRICING EVALUATION

- (1) In terms of Preferential Procurement Policy Framework Act (PPPFA), the following preference point system is applicable to all Bids:
 - (a) the 80/20 system (80 Price, 20 B-BBEE) for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); or
 - (b) the 90/10 system (90 Price and 10 B-BBEE) for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- (2) This bid will be evaluated using the preferential point system of **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 90/20 preferential point system will apply to all acceptable bids; or
 - (b) If the lowest acceptable bid price is above R50 000 000 (all applicable taxes included) then the 90/10 preferential point system will apply to all acceptable bids;
- (3) The bidder must **complete the declaration of acceptance** as per section 8.3 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.
- (4) Bidder will be bound by the following general costing and pricing conditions and SITA/SAPS 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/SAPS and the bidder. However, SITA/SAPS 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.

Note (1): Cost of any training and/ or relevant material including certificates for successful trainees offered shall be specified by the bidder and included in the bid price.

Note (2): SITA reserves the right to negotiate pricing with the successful bidder prior to the award as well as envisaged quantities.

3. RATE OF EXCHANGE PRICING INFORMATION

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

- (a) **Local Price** means the portion of the TOTAL price that is NOT dependent on the Foreign Rate of Exchange (ROE) and;
- (b) **Foreign Price** means the portion of the TOTAL price that is dependent on the Foreign Rate of Exchange (ROE).
- (c) **Exchange Rate** means the ROE (ZA Rand vs foreign currency) as determined at time of bid.

4. BID EXCHANGE RATE CONDITIONS

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

Foreign currency	South African Rand (ZAR) exchange rate
1 US Dollar	R17,72
1 Euro	R17,55
1 Pound	R20,09

5. BID PRICING SCHEDULE

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

8.3. DECLARATION OF ACCEPTANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
(1) The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in section 8.2 above by indicating with an "X" in the "ACCEPT ALL" column, or		
(2) The bidder declares to NOT ACCEPT ALL the Costing and Pricing Conditions as specified in section 8.2 above by - (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.		
Comments by bidder: Provide the condition reference, the reasons for not accepting the condition.		

9. ABBREVIATIONS

PPPFA	Preferential Procurement Policy Framework Act
Tetra	Terrestrial trunked radio
OEM	Original Equipment Manufacturer
SAPS	South African Police Service

ANNEX B: BIDDER SUBSTANTIATING EVIDENCE

10. MANDATORY REQUIREMENT EVIDENCE

10.1 BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS

Attach a copy of a valid documentation (letter or certificate) from OEM/OSM as proof that bidder is accredited to provide Motorola Tetra System, Maintenance and Support here.

10.2 BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS

Complete table below, noting that:

- a) The bidder must provide references for two (2) customers to whom the Motorola system maintenance and support was delivered in the last five (5) years.
- b) Project end-date must be current or not older than five (5) years from date this bid is advertised.
- c) Scope of work must be related.

Table 1: References

No	Company name	Reference Person Name, Tel and/or email	Project Scope of work	Project Start and End-date
1	<Company name>	<Person Name> <Tel> <email>	< Provide the details of the scope of a project where the provision of Motorola Tetra system, upgrade, maintenance and support was delivered>	Start Date: End Date:
2	<Company name>	<Person Name> <Tel> <email>	< Provide the details of the scope of a project where the provision of Motorola Tetra system, upgrade, maintenance and support was delivered>	Start Date: End Date:

10.3 SERVICE / SYSTEM REQUIREMENT

The bidder must confirm that they comply with the Service / System Requirements by completing Annex C: Addendum 1 and attach it here.

10.4 SPECIAL CONDITIONS OF CONTRACT

The Bidder must accept **all** the Special Conditions of Contract (SCC) as stated in Section 7, Annexure A2 of this bid Specification.

Note (1):

Failure to accept all the Special Conditions of Contract (SCC) as stated in section 7, Annexure A2 of this Bid Specification will result in disqualification.

ANNEX C: ADDENDUM 1

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

No.	Service Description	Indicate Yes = Comply/ No= Not Comply
1.	Maintain and repair all TETRA system components at all sixty-two eight (62) Radio High Sites	
2.	Render services to all sixty-two (62) Radio High Sites, which includes the maintenance, repairs, callouts, firmware and the replacement of any parts including all repairs due to damages caused by vandalism or Acts of God	
3.	Provide equipment and services which comply with the applicable ETSI standard	
4.	System Infrastructure Repair with Advance Exchange	
5.	Support of Tetra System	

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