



**Annexure 1: Bid Specification: INC26002311 Renewal of maintenance and support for VMWare on behalf of the Department of Planning Monitoring and Evaluation” (DPME) over a period of twelve (12) months.**

**TECHNICAL, PRICING AND PREFERENCE POINTS REQUIREMENTS**

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## 1. Introduction

The purpose of this RFB is to invite Suppliers (hereinafter referred to as “suppliers”) to submit bid for the “Renewal of maintenance and support for VMware Licenses for Department of Planning, Monitoring & Evaluation including Maintenance and Support for a period of 12 months”.

## 2. Scope of Work

The scope of work for the bidders is as follow:

- (a) Renewal of Maintenance and support for VMware licenses for a period of 1 year (ending 31 March 2025). The license details are as follows :

QUANTITY	DESCRIPTION
24 CPU	VMware vSphere 8 Enterprise Plus or latest
1	vCenter Server 8 Standard or latest

### 2.1 Delivery address

The address where the required services must be delivered is **330 Grosvenor Street, Hatfield, and Pretoria**

### 2.2 Customer Infrastructure and environment requirements

1. The department currently has VMWare contract. The support & maintenance expired on 31 March 2024.
2. The renewal of support and maintenance of 24 x VMware Enterprise Licences and 1 vCenter for a period of 12 months. The benefits to the organisation are as follows:
  - (a) Optimised servers, storage, network, security and facilities assets to maximise capacity and high availability;
  - (b) Flexibility to support changing business needs; and
  - (c) Automation tools to improve service levels and availability.

## 3. Requirements

### 3.1 Service Requirements

- a) The licensing agreement expired in 31 March 2024. The VMware account numbers is **662361888**.
- b) The licensing details are as follows:

QUANTITY	DESCRIPTION
24 CPU	VMware vSphere 8 Enterprise Plus or latest
1	vCenter Server 8 Standard or latest

## 4. Bid Evaluation Stages

The bid evaluation process consists of four stages, according to the nature of the bid. A bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation. The stages are:

**Table 1: Bid Evaluation Stages**

Stage	Description	Applicable for this bid YES/NO
Stage 1	Administrative responsiveness	YES
Stage 2	Technical Mandatory responsiveness	YES
Stage 3	Special Conditions of Contract verification	YES
Stage 4	Price / Preference points	YES

### 4.1 Administrative responsiveness (Stage 1)

#### 4.1.1 Attendance of briefing session

- (a) None

#### 4.1.2 Registered Supplier

- (a) Only responses from bidders who are registered as a Supplier on National Treasury’s Central Supplier Database (CSD) in terms of National Treasury’s Instruction Note 4A of 2016/17 will be considered for award on this RFB.

## 4.2 Technical returnable documents

### 4.2.1 Instruction and evaluation criteria

- (a) The bidder must comply with ALL the requirements as per the Technical Mandatory Requirements below by providing substantiating evidence in the form of documentation or information, failing which it will be regarded as “NOT COMPLY”.
- (b) The bidder must provide a unique reference number (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response.
- (c) The bidder must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS in order for the bid response to proceed to the next stage of the evaluation.

### 4.2.2 Technical mandatory requirements (Stage 2)

**Table 2: Technical Mandatory Requirements**

Mandatory Requirements	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
<b>1. Bidder Certification/ Affiliation Requirements</b>		
The bidder must be a registered/accredited partner/Reseller to provide VMware Software Solutions.	Attach to Annex A, a copy of a valid documentation (certificate or letter) as proof that the bidder is accreditation/registered partner/reseller to provide VMWare Software Solution.  All letters or certificates must be dated and signed on a letterhead of the entity that issued it.	<provide to unique reference to locate substantiating evidence in the bid response – <b>see Annex A, par 5.1</b> >

Mandatory Requirements	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
	NOTE (1): SITA reserves the right to verify information provided.	

### 4.3 Special Conditions of Contract Verification (Stage 3)

- (a) 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/DPME reserves the right to include or waive the condition in the signed contract.
- (b) SITA reserves the right to:
  - (i) Negotiate the conditions; or
  - (ii) Automatically disqualify a bidder for not accepting these conditions; or
  - (iii) Award to multiple bidders
- (c) 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/DPME will invoke the rights reserved in accordance with subsection 4.3. (b) above.

#### 4.3.1 Special Conditions of Contract

##### 4.3.1.1 Contracting Conditions

- (a) **Formal Contract** - The supplier must enter into a formal written contract (agreement) with SITA/DPME.
- (b) **Right to Audit** - SITA/DPME 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.

##### 4.3.1.2 Delivery Address

- (a) The supplier must deliver the required products or services at as indicated in Section 2.2, Delivery Address

##### 4.3.1.3 Services and Performance Metrics

- (a) The bidder is responsible to provide the following services as specified in the Service Breakdown Structure (SBS):
  - (i) **Operational MTTResolve: Response and Repair Times** - The Bidder must perform corrective maintenance within predefined response and repair times. Maximum Time To Repair in all cases (Full Service Agreement) will be sixteen (16) working hours for all UTP voice/data and fibre incidents.
  - (ii) **Mission Critical MTTResolve: Response and Repair Times** - **The Bidder must perform corrective maintenance within predefined response and repair times. Maximum Time To Repair in all mission critical cases (Full Service Agreement) will be one (1) working hour for all UTP voice/data and fibre incidents**

##### 4.3.1.4 Certification, Expertise and Qualification

- (a) The bidder certifies that:

- (i) it has the necessary expertise, skill, qualifications and ability to undertake the work required in terms of the Statement of Work or Service Definition
  - (ii) it is committed to provide the Products or Services; and
  - (iii) perform all obligations detailed herein without any interruption to the Customer
  - (iv) it has been certified for the Products and Services required
- (b) The bidder must be VMware certified.

#### 4.3.1.5 Logistical Conditions

- (a) **Hours of Work**
- (i) Office hours are defined as business working hours of the customer and is Mondays to Fridays between 08:00 and 16:30
  - (ii) After hours of the customer during week days are from 16:00 to 07:30
  - (iii) All mission critical sites will be managed on a 24 x 7 x 365 basis
- (b) **Tools of Trade**
- (i) The bidder is expected to use its own resources (cell phone, laptops etc) to communicate with its own offices or outside of the SITA/Client buildings, including all tools and equipment to render the services effectively.

#### 4.3.1.6 Security screening and security clearance requirements

- (a) **Company security screening:** The supplier may be required to undergo a company security screening conducted by the State Security Agency (SSA). Should the SSA find the supplier **not suitable** after the conduct of the security screening, the business relationship will be terminated. The following documentation will be required for the company security screening process to be conducted:
- (i) Copy of company registration documentation;
  - (ii) Copy(ies) of identity documentation of Director(s), Member(s) or Trustee(s);
  - (iii) Copy of valid tax clearance certificate.
- (b) **Security suitability check for individuals:** SITA may, at its own discretion and in line with its policies and procedures, require employees of the supplier to be subjected to a security suitability check before commencement of a project or delivering of a service. The security suitability check is conducted by SITA in order to ensure that individuals meet the minimum security requirements and also to verify personal information. The supplier will be required to replace any employee(s) who is found to be not suitable after the conduct of the security screening. The following documentation will be required for the security suitability check:
- (i) Copy of identity document;
  - (ii) Copy(ies) of qualification(s) if SITA requires verification thereof;
  - (iii) Fingerprints – will be taken electronically;
  - (iv) Signed consent form for the conduct of background checks.
- (c) **Security clearance:** A security clearance, issued by either the SSA or Defence Intelligence (DI) is required if any employee of the supplier will have or may gain access to classified information throughout the duration of the project or in the process of delivering a service. The level of security clearance required – **Confidential, Secret or Top Secret**, will be determined at the sole discretion of SITA. The supplier will have to replace any employee who do not qualify for a security clearance or is found not suitable by the SSA or DI. The following documentation will be required for the security clearance process:

#### 4.3.1.7 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.

#### 4.3.1.8 Guarantee and warranties

- (a) The supplier confirms that:
  - (i) The warranty of goods supplied under this contract remains valid for the duration of the contract after the goods were delivered, installed and commissioned with a sign off, including the clients signature
  - (ii) 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;
  - (iii) the Product is in good working order, free from Defects in material and workmanship, and substantially conforms to the Specifications, for the duration of the Warranty period;

#### 4.3.1.9 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 Occupational Health and Safety File (required on site for period of installation and proof of compliance).

#### 4.3.1.10 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.



#### 4.3.1.11 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 will not condone 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.

#### 4.3.1.12 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.

#### 4.3.1.13 Supplier Due Diligence

SITA/Department 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.

#### 4.3.1.14 Preference Goal Requirements conditions

- (a) The Bidder's commitment for the Preference Goal Requirements in this tender will be legally binding and the Bidder needs to perform against their commitment for the duration of the contract which will form part of the Contractual Agreement.
- (b) The Bidder must sustain, or improve the company's BBBEE Level for the duration of the contract which will form part of the Contractual Agreement.
- (c) Performance of Preference Goal Requirements will be determined annually. Bidders must submit their Preference status report indicating progress against the Bidder's Preferential commitments within 30 days of the yearly anniversary of the contract.
- (d) Bidders need to keep auditable substantive records / evidence and upon request by SITA/Department must be made available for audit and, or due diligence purposes.
- (e) SITA reserves the right to require from a Bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim with regards to preferences, in any manner required by SITA.
- (f) SITA/Department reserves the right to verify information / evidence provided by the Bidder.
- (g) SITA/Department reserves the right to introduce a **penalty of 1%** of the overall annual year spent by SITA/Department for the prior year if the Bidder fails to comply to **paragraphs (a), (b) and (c) above**.

### 4.3.2 Declaration of compliance and acceptance SCC

I (we), the bidder hereby declare that I (we) accept ALL the Special Conditions of Contract as specified in par 4.3.2 above and shall comply with all stated obligations:

Name of Bidder: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## 4.4 Price and Preference Points Evaluation (Stage 4)

### 4.4.1 Costing and Preference Evaluation

- (a) Bidders must complete the bid pricing schedule in the Excel spreadsheet format provided and include this as part their submission.

### 4.4.2 Costing and Pricing Conditions

- (a) **South African Pricing** - The total price must be VAT inclusive and be quoted in South African Rand (ZAR).
- (b) **Total Price**
  - (i) All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
  - (ii) All additional costs as well as cost of delivery, labour, S&T, overtime, etc. must be included in this bid.
  - (iii) All services, accessories, upgrades and options required by the solution or specified by the client must be included in the quoted price. If not included, suppliers will be required to supply these accessories at no cost to the client.
  - (iv) SITA reserves the right to negotiate pricing with the successful bidder prior to the award as well as envisaged quantities
- (c) 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.
- (d) The bidder must complete the declaration of acceptance as per **par 4.5** 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.
- (e) Rate of Exchange Pricing Information
  - I. Provide the TOTAL BID PRICE for the duration of Contract and clearly indicate the Local Price and Foreign Price, where –
  - II. **Local Price** means the portion of the TOTAL price that is NOT dependent on the Foreign Rate of Exchange (ROE) and;
  - III. **Foreign Price** means the portion of the TOTAL price that is dependent on the Foreign Rate of Exchange (ROE).
  - IV. **Exchange Rate** means the ROE (ZA Rand vs foreign currency) as determined at time of bid.

### 4.4.3 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	18.60
1 Euro	20.00
1 Pound	23.20

#### 4.4.4 Bid Pricing Schedule

- (a) Bidders **must** complete the bid pricing schedule in the Excel spreadsheet format provided and upload this as part of their submission.

#### 4.4.5 Declaration of Acceptance

	ACCEPT ALL	DO NOT ACCEPT ALL
1. The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in <b>par 4.4.2</b> 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 <b>par 4.4.2</b> 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.		

### 4.5 Preference Requirements

#### 4.5.1 Costing and Preference Evaluation

- (a) In terms of the SITA/WCGDHW Preferential Procurement Policy (PPP), the following preference point system is applicable to all Bids:
- i. 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
  - ii. the 90/10 system (90 Price and 10 B-BBEE) for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- (b) The Applicable Preference Point system for this tender is the 80/20 preference point system.
- (c) Points for this tender shall be awarded for:
- i. Price; and
  - ii. Preference points for specific goals.
- (d) The maximum points for this tender will be allocated as follows, subject to par.2.

**Table 3: Points allocation**

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

## Annex A: Bidder substantiating evidence

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### 5. Technical Mandatory Requirement Evidence

#### 5.1 Bidder Certification / Affiliation Requirements

Attach a copy of a valid documentation (certificate or letter) as proof that the bidder is accreditation/registered partner/reseller to provide VMWare Software Solution.

**NOTE (1):**

SITA reserves the right to verify information provided.

### 6. Preference Points Preferential Goals Evidence

- (a) Bidder to complete the table(s) below in terms of points claimed for the specific bid and must provide the required evidence justifying the points claimed.
- (b) The bidder must provide a copy of relevant proof of B-BBEE status level of contributor as defined in the Broad-based Black Economic Empowerment Act **and attach it here.**
- (c) **The Bidder must indicate how they claim points for each special goal by completing the table below and providing the justification evidence for preference points claimed.**

Table 4: B-BEE Points Allocation

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Table 5: Preferential Goal Requirements 80/20 Preference Points system

*Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)*

<p>The specific goals allocated points in terms of this tender</p> <p>(MEANS OF VERIFICATION WILL BE: CSD, BBBEE certificate/ Affidavit/ ID copy &amp; Share Certificate/ CIPC (CoR13)/ ID Copy/ Confirmation letter/ CSD report-preferred address to be used for the award of points.)</p>	<p>Number of points allocated (80/20 system)</p> <p>(To be completed by the organ of state)</p>	<p>POINTS TO Applicable to 80/20 AWARD</p> <p>&gt; = More than &lt; = Less Than</p>	<p>Number of points to be claimed (80/20 system)</p> <p>Bidder to tick only 1 box (√) below for points applicable to their ownership</p>	
<p>Black ownership with at least 51%</p>	<p>5</p>	<p>&gt;51% = 5 points &lt;51% = 1 point</p>	<p>5</p>	<p>1</p>
<p>Black ownership with disabilities as defined by Employment Equity Act of 1998</p> <p>(Attach certificate)</p>	<p>3</p>	<p>Yes = 3 points No = 0 point</p>	<p>3</p>	<p>0</p>
<p>Black women ownership with at least 30%</p>	<p>2</p>	<p>&gt;30% = 2 points &lt;30% = 0 point</p>	<p>2</p>	<p>0</p>
<p>Black youth ownership by at least 30% (at the date of closing of RFQ/RFP/Tender)</p>	<p>3</p>	<p>Yes = 3 points No = 0 point</p>	<p>3</p>	<p>0</p>

<p>The specific goals allocated points in terms of this tender</p> <p>(MEANS OF VERIFICATION WILL BE: CSD, BBBEE certificate/ Affidavit/ ID copy &amp; Share Certificate/ CIPC (CoR13)/ ID Copy/ Confirmation letter/ CSD report-preferred address to be used for the award of points.)</p>	<p>Number of points allocated (80/20 system)</p> <p>(To be completed by the organ of state)</p>	<p>POINTS TO Applicable to 80/20 AWARD</p> <p>&gt; = More than &lt; = Less Than</p>	<p>Number of points to be claimed (80/20 system)</p> <p>Bidder to tick only 1 box (✓) below for points applicable to their ownership</p>	
Black Military veteran ownership	2	Yes = 2 points No = 0 point	2	0
Suppliers situated in the local Municipality of the project/event. (Local supplier from where the event is taking place-rural and semi-urban areas)	3	Yes = 3 points No = 0 point	3	0
Small, Medium & Micro Enterprises, makes a profit of less than R10 million a year	2	Yes = 2 points No = 0 point	2	0
<b>TOTAL</b>	<b>20</b>			