



Annexure 1: Bid Specification:

RFB No:	RFB 2867/2024
Description	Request for the supply of 2x CISCO Core Switches for the National School of Government (NSG) Head Office
Virtual Briefing Session	10 May 2024
Closing Date for questions / queries	17 May 2024
Bid Response Submission Address	Date: 17 May 2024 Time: 11:00 (South African Time) Address: Tender Office 459 Tsitsa Street, Erasmuskloof, Pretoria, 0105
RFB Closing Details and Time	Date: 27 May 2024 Time: 11:00 (South African Time)
RFB Validity Period	200 Days from the Closing Date

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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 procurement replacement of CISCO Core Switches at their Head Office, Pretoria with hardware warranty for the period of five (5) years as a once-off service.

1.2 Background

SITA is inviting suitable and competent service providers for the procurement replacement of CISCO Core Switches with hardware warranty for the period of five (5) years as hardware refresh at the department Head Office.

The procurement of the Core Switches is a requirement for NSG to avoid LAN downtime that might arise and lead to negative impact to service delivery due to lack of productivity to NSG officials and slow responsiveness of IT systems.

2. Scope of Bid

2.1 Scope of Work

The scope of work by the bidders is the supply of 2X CISCO Core Switches at the National School of Government (NSG).

- Hardware warranty/Equipment warranty for the period of Five (5) years.

2.2 Delivery address

The goods or services must be supplied or provided at the following NSG physical addresses or as indicated by NSG.

Table 1: Location of NSG Office

Province	Town	Building	Physical Address	Comments
Gauteng	Pretoria	National School of Government	Greef Street 20	Head Office

2.3 CUSTOMER INFRASTRUCTURE AND ENVIRONMENT REQUIREMENTS

The current NSG Cisco Core Switches are the WS-C4500X-32 model, the details of the Core Switches are as follows:

Table 2: Current CISCO Core Switches

Model	Serial Number
CISCO WS-C4500X-32	JAE22270SLB
CISCO WS-C4500X-32	JAE22270SFD

3. Requirements

3.1 Product Requirements

Table 3: Total of All Required Equipment

Description	Quantity
Catalyst 9500 48 Port – x1/10/25G + 4Port 40/100G Essentials	2
DNA Essentials 5 Year Licenses	2
SOLN SUPP SW SUBC9500 DNA Essentials	2

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 4: 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	Cost and Preference points	YES

4.1 Administrative responsiveness (Stage 1)

4.1.1 Attendance of briefing session

- (a) A non-compulsory virtual briefing session will be held. The bidder must 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.

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.
- (b) In the case of joint ventures or consortiums the bidder must demonstrate that at least one of the parties to the bid response attended the briefing session.

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 5: 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 CISCO Switch Infrastructure.</p>	<p>Attach to Annex B a copy of valid OEM/OSM CISCO documentation (Certificate or letter) as proof that the bidder is accredited.</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 – see Annex A 5.1></p>
<p>(2) BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS</p> <p>The bidder must have provided the supply, Installation and Configuration of LAN Switch Infrastructure including Core Switches to at least one (1) customer in the last five (5) years.</p>	<p>Provide in Annex B reference information for at least one (1) customer to whom the supply and Installation of LAN Switch Infrastructure was delivered in the last five (5) years.</p> <p>(a) Company name; and</p> <p>(b) Reference Person Name, Tel and/or email; and</p> <p>(c) Project Scope of Work; and</p> <p>(d) Project Start and End-date.</p> <p>NOTE (1): SITA reserves the right to verify information provided.</p> <p>Note (2): Failure to complete Table 6 fully as indicated above will result in disqualification.</p>	<p><provide unique reference to locate substantiating evidence in the bid response – see Annex A 5.2></p>
<p>(3) PRODUCT / SERVICE FUNCTIONAL REQUIREMENT</p> <p>The bidder must confirm compliance to the Product / Service requirements for the CISCO Switch Infrastructure.</p>	<p>The bidder must confirm that they comply with the Product / Service Requirements by completing Annex B: Addendum 1.</p>	<p><provide unique reference to locate substantiating evidence in the bid response – see Annex B: Addendum 1></p>

4.2.3 DECLARATION OF COMPLIANCE

	Comply	Not Comply
<p>The bidder declares by indicating with an “X” in either the “COMPLY” or “NOT COMPLY” column that –</p> <ul style="list-style-type: none"> (a) The bid complies with each and every TECHNICAL MANDATORY REQUIREMENT as specified in SECTION 4.2 above; AND (b) Each and every requirement specification is substantiated by evidence as proof of compliance. 		

4.3 Special Conditions of Contract Verification (Stage 4)

- (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 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.
 - (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 will invoke the rights reserved in accordance with subsection 4.3(b) above.

4.3.1 Special Conditions of Contract

1. Contracting Conditions

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

2. DELIVERY ADDRESS.

The supplier must deliver the required products or services as indicated in Section 2.2, Delivery Address.

3. DELIVERY SCHEDULE

- (a) The services delivery schedule will be from 07h30 to 16h30 Monday to Friday, including public holidays and after hours on request.

- (b) No Maintenance required as per client request.
- (c) The deliverables are for installation of network switches and a wireless solution in the NSG buildings as requested.
- (d) The ICT equipment and services will be provided to SITA in the locations specified as and when required.
- (e) The Supplier is responsible to perform the work as outlined in the following Breakdown Structure (WBS):

WBS	Statement of Work	Delivery Timeframe
1.	<p>The scope of work by the bidders is the supply of 2X CISCO Core Switches at the National School of Government (NSG) as per approved quote including;</p> <ul style="list-style-type: none"> • Hardware warranty/Equipment warranty for the period of Five (5) years. • Catalyst 9500 48 Port – x1/10/25G + 4Port 40/100G Essentials. • DNA Essentials 5 Year Licenses. • SOLN SUPP SW SUBC9500 DNA Essentials. 	<p>a) The Supplier to have configured, installed and tested the LAN Core / Access / Distribution Switch as per design / requirements.</p> <p>The required service should be delivered to the Client (NSG) nor later than 30 working days.</p>

4. SCOPE OF TECHNICAL SOLUTION DEVELOPMENT

<p>SWITCHING EQUIPMENT REQUIREMENT</p> <p>The bidder and/or sub-contractors must supply LAN Switching equipment that meets the specification as per (Annex A.5: Bill of Material).</p>	<p>Provide the product specification brochure or architecture documentation indicating how the proposed product or solution complies with the technical requirements.</p>
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5. CERTIFICATION, EXPERTISE AND QUALIFICATION

- (a) The **Supplier** must utilise at least One (1) or two (2) technical employees who are OEM/OSM certified for the delivery of the service.
- (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 performing services similar to the Services;

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

6. LOGISTICAL CONDITIONS

- (a) **Hours of work**, 08h00 – 16h30.
- (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/Client grants the Supplier permission to access SITA's/Clients 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.

7. 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

8. PERSONNEL SECURITY CLEARANCE

- 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:
- (i) Completed Z204 or DD1057 security clearance application form;
 - (ii) Fingerprints;
 - (iii) Personal documentation of the applicant, including but not limited to, identity document, passport, marriage certificate (if applicable), divorce order (if applicable), qualifications, salary advice and bank statements.

9. 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;
 - (iv) 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;
 - (v) 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;
 - (vi) being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;
 - (vii) being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;
 - (viii) 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
 - (ix) 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
 - (x) 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.

10. 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.

11. 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.

12. GENERAL

“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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 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**.

4.3.1. 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 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

- (1) In terms of the SITA Preferential Procurement Policy (PPP), 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) The Applicable Preference Point system for this tender is the **80/20** preference point system.
- (3) Points for this tender shall be awarded for:
 - (a) Price; and
 - (b) Preference points for specific goals.
- (4) The maximum points for this tender will be allocated as follows, subject to par.2.

Table 7: Points allocation

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

4.4.2. 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

- (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
- (v) Bidders are required to complete pricing schedule (s) as per the category selected in line with section 4.4.4 of Bidder’s Service(s) Category Requirements :

2.1. 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.

2.2. The bidder must complete the declaration of acceptance as per **par 4.4.5** 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.

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.

4.4.3. 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	R 18,56
1 Euro	R 19,93
1 Pound	R 23,31

Note (1):

The ROE indicated above is to ensure a competitive bidding process.

Note (2):

The ROE will be fluctuating. The details of the ROE fluctuation will be negotiated during the contracting stage

4.4.4. Bid Pricing Schedule

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
3. The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in par 4.4.2 above by indicating with an "X" in the "ACCEPT ALL" column, or		
4. The bidder declares to NOT ACCEPT ALL the Costing and Pricing Conditions as specified in par 4.4.2 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.		

4.5. Preference Requirements

- (a) The bidder must complete in full all the PREFERENCE requirements.
- (b) Allocation of points per requirements: The points allocation of bidders' responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence.
- (c) Points will be allocated for each **PREFERENCE requirement** as per the criteria set in each section in the **table** below.
- (d) **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". The evidence needs to be attached to **ANNEX A**.
- (e) **Preference Goal Requirements**
 - (a) The applicable Preference Point system for this tender and points claimed is **80/20**.
 - (b) The specific Preferential Goal Requirements for this tender is indicated in **table 4** below.
 - (c) The Bidder **must** complete 80/20 **preference point system** and submit proof or documentation required in terms of this tender.
 - (d) The Bidder **must indicate their commitment** to claim points for each of the preference points by signing at par 4.5 in the Invitation to Bid document.

- (e) Failure on the part of a bidder to submit proof or documentation required or to comply to paragraph (d) above in terms of this tender to claim preference points for the **Preference Goal Requirements** for this tender, will be interpreted to mean that preference points are not claimed.
- (f) 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.
- (g) The Bidder **must sustain, or improve** the company's **BBBEE Level** for the duration of the contact which will form part of the Contractual Agreement.
- (h) Performance of Preference Goal Requirements will be determined annually. Bidders must submit their Preference status report to SITA indicating progress against the Bidder's Preferential commitments within 30 days after each quarter from the commencement date of the contract.
- (i) Bidders need to keep auditable substantive records / evidence and upon request by **SITA** must be made available for audit and, or due diligence purposes.
- (j) **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.
- (k) **SITA reserves the right to** verify information / evidence provided by the Bidder.
- (l) **SITA reserves the right to** introduce a **penalty of 1%** of the overall annual year spent by SITA for the prior year if the Bidder fails to comply to **paragraphs (f), (g) and (h) above**.

Table 4: Preference Goal Requirements

Preferential Requirements	Goal	Preferential Goal Requirements for (80/20) system	
Preferential Goal Requirements allocated for this tender	Number of points allocated (80/20) system (To be completed by the organ of state)	Substantiating evidence and evidence reference to be completed by bidder. Evaluation per requirement: Each requirement indicated in the table below must be completed and points will be allocated based on the evidence required below for the (80/20) system	Evidence reference for the (80/20) system
B-BBEE Requirements			
The allocation of points for bidders that meet a certain B-BBEE level as defined in the Broad-Based Black Economic Empowerment Act;	20	<p>Evidence: The Bidder must provide a copy of relevant proof of B-BBEE status level of contributor level as defined in the Broad-Based Black Economic Empowerment Act.</p> <p>Points allocation: Points will be allocated in line with the BBEE table 4 in section 4.6</p>	<provide unique reference to locate (80/20) system substantiating evidence in the bid response – Annex A, section 5>
Total Point Allocation:	20		

Table 5: B-BBEE Points as part of the Preference Goal requirements (80/20) system

Note: Bidder to select the section for points they wish to claim (Mark as Y=Yes) in the table below.

Reference #	Contributor Level as defined in the Broad-Based Black Economic Empowerment Act	Local Entity	EME/QSEs	Ownership of at least 51% of People who are:			Score	Bidder to select the section for points they wish to claim (Mark as Y= Yes)
				Woman Owned	Youth Owned	Owned by People living with disabilities		
		(A)	(B)	(C)	(D)	(E)	(F)	
1	Level 1	0	4	8	6	2	20	
2	Level 1	0	4	8	6		18	
3	Level 1	0	4	8			12	
4	Level 2 and 3	0	2	4	2	2	10	
5	Level 2 and 3	0	2	4	2		8	
6	Level 2 and 3	0	2	4			6	
7	Level 4 and 5	0	1	2	1	1	5	
8	Level 4 and 5	0	1	2	1		4	
9	Level 4 and 5	0	1	2			3	
10	Level 6	0	0	0	0	0	0	
11	Level 7	0	0	0	0	0	0	
12	Level 8	0	0	0	0	0	0	
13	Non-Contributor	0	0	0	0	0	0	

Total Maximum Score Allocation: 20

$$F = A + B + C + D + E$$

Bill of Material

Bill of quantities

	Product/Service	Quantity
A	SWITCHING EQUIPMENT	
1.	Catalyst 9500 48 Port – x1/10/25G + 4Port 40/100G Essentials	2
2.	DNA Essentials 5 Year Licences	2
3.	SOLN SUPP SW SUBC9500 DNA Essentials	2

ANNEX A: BIDDER SUBSTANTIATING EVIDENCE

5. Technical Mandatory Requirement Evidence

5.1 Bidder Certification / Affiliation Requirements

- a) Attach a copy of valid OEM/OSM CISCO documentation (Certificate or letter) as proof that the bidder is accredited here.

NOTE (1):

SITA reserves the right to verify information provided.

5.2 Bidder Experience and Capability Requirements

- a) Provide in Annex B reference information for at least one (1) customer to whom the supply and Installation of LAN Switch Infrastructure was delivered in the last five (5) years.
- Company name; and
 - Reference Person Name, Tel and/or email; and
 - Project Scope of Work; and
 - Project Start and End-date
 - Scope of work must be related.

Table 6: References

No	Company Name	Reference person name, contact details	Project Scope of Work	Project start and end date
1	<Company name>	<Person Name> <Tel> <email>	< Provide scope details of a project from a customer to whom Installation of LAN Switch Infrastructure was delivered	Start Date: End Date:

Note 1: SITA reserves the right to verify the information provided.

Note 2: Failure to complete Table 6 fully as indicated above will result in disqualification.

Note 3: No letters are required to be submitted.

5.3 Product / Service Functional Requirement

The bidder must confirm that they comply with the Product / Service Requirements for the supply and Installation of LAN Switches and Wireless Infrastructure Annex B: Addendum 1.

5.4 Preference Points Preferential Goals Evidence

(a) **Preference Goal Requirements: (80/20 system)**

The Bidder must:

- (i) Provide a copy of relevant proof of B-BBEE status level of contributor as defined in the Broad-Based Black Economic Empowerment Act as set out in **table 4** in section 4.6 and **attach it here, and**
- (ii) Indicate their **commitment** to claim points for each of the preference points **by signing at par 4.5 in the Invitation to Bid document.**

NOTE (1):

Failure on the part of a bidder to comply to paragraphs (a) and (b) above, will be interpreted to mean that preference points are not claimed.

ANNEX B: ADDENDUM 1

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

#	Products	Quantity
A	SWITCHING EQUIPMENT	
<p>*Core Switch must be able to seamlessly integrate and operate with each other.</p> <p>* The solution to be able to accommodate a VOIP.</p>		
1.	Catalyst 9500 48 Port – x1/10/25G + 4Port 40/100G Essentials	2
2.	DNA Essentials 5 Year Licences	2
3.	SOLN SUPP SW SUBC9500 DNA Essentials	2

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: