



BID SPECIFICATION

STATE INFORMATION TECHNOLOGY AGENCY (SOC) LTD

Registration number 1999/001899/30

RFB REF. NO:	RFB 2653/2022
DESCRIPTION	PROCUREMENT OF SUPPLY AND INSTALLATION OF IT NETWORKING INFRASTRUCTURE EQUIPMENT INCLUDING MAINTENANCE AND SUPPORT FOR THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT FOR THE PERIOD OF FIVE (5) YEARS
PUBLICATION DATE	14 OCTOBER 2022
COMPULSORY SESSION BRIEFING	NON-COMPULSORY VIRTUAL BRIEFING SESSION AND SITE VISIT: DATE: 20 OCTOBER 2022 TIME: 10:00 AM VENUE: MICROSOFT TEAMS, Details below: Meeting ID: 379 503 599 063 Passcode: 5ySMss
CLOSING DATE FOR QUESTIONS AND ANSWERS	25 OCTOBER 2022
RFB CLOSING DETAILS	DATE: 07 NOVEMBER 2022 TIME: 11H00 (SOUTH AFRICAN TIME) PLACE: TENDER OFFICE, PONGOLA IN APOLLO, 459 TSITSA STREET, ERASMUSKLOOF, PRETORIA (HEAD OFFICE)
PUBLIC OPENING OF RFB RESPONSES	N/A
RFB VALIDITY PERIOD	120 DAYS FROM THE CLOSING DATE

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

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ANNEX A: INTRODUCTION

1. PURPOSE AND BACKGROUND

1.1. PURPOSE

The purpose of this RFB is to invite Cisco resellers (hereinafter referred to as “bidders”) to submit bids to “Provide and Install ICT Networking Infrastructure Equipment including Maintenance and Support for the Cape Town based sites Foretrust, 14 Loop Street, East Pier (V & A Waterfront) and regional offices for a period of five (5) years”.

NOTE:

This RFB is for Bidders which are accredited with CISCO (the OEM), as a registered CISCO partner at an Enterprise Level for the supply, install, maintenance and support of IT networking infrastructure equipment as per the CISCO Framework Agreement.

1.2. BACKGROUND

The Department of Forestry, Fisheries and Environment (DFFE) current infrastructure is old and out of support and maintenance and thus hinders the adoption and deployment of advanced technologies such as the IP telephony or VOIP and the dependency on the network also becomes more critical thus the department seeks a proposal to develop a dual core network design for all our offices. The adoption of the new technology will lead to increased campus (LAN) speeds and ensure a highly available and an accessible network.

The wireless solution will be a centralised one allowing all access points to be managed from a single point. We propose to install a guest wireless solution to facilitate the internet connection for visiting partners. This is also in accordance to the solution installed in head-office. The guest wireless controller will be hosted at our service providers (SITA) office in Observatory, Cape Town. We also seek to refresh the wireless controller installation at our Pretoria head-office (Environment House).

With the migration of the Fisheries branch to our department we inherited a broadband wireless solutions. This is used to connect satellite offices to the main office. These devices have also become outdate and out of warranty. We therefore seek to replace these solutions with the Cisco based solution. This will ensure interoperability between devices and will also align with the departmental standard.

2. SCOPE OF WORK

Procurement and/or Installation of ICT Networking Infrastructure Equipment for the Cape Town based sites offices and regional offices for a period of five (5) years.

1. Hardware Requirements:

1.1. Refer to **AnnexA5 – Bill of Material**.

2. Support and Maintenance:

2.1. Five (5) year maintenance with 6hr call to repair with 400 hours for the contract duration.

3. Design, installation, and Implementation Services

3.1. Refer to Annex A6 – Cisco Professional Services.

3. CRITICAL SUCCESS FACTORS

3.1. Cisco EA Enterprise Agreement for the Department to be in place.

3.2. Guaranteed delivery within 9 weeks of placement of order.

3.3. Entitlement confirmation of the Maintenance and Support provisioned for 5 years as per specification on Annex A5 – Bill of Materials.

3.4. Cisco Professional Services for design, installation and support as per Annex A6 – Cisco Professional Services.

4. DELIVERY ADDRESS

The goods or services must be supplied or provided at the following physical address (es).

No	Physical Address	GPS Coordinates (optional)
1	East Pier Building 1, East Pier, V&A Waterfront, Cape Town	33°54'7.32"S 18°25'34.00"E
2	14 Loop Street, Cape Town CBD	33°55'7.40"S 18°25'18.68"E
3	Foretrust Building, Martin Hammerschlag Way, Foreshore, Cape Town	-33,919895 "S 18,433123 "E

5. TECHNICAL REQUIREMENT OVERVIEW

5.1. PRODUCT REQUIREMENT

a) OEM Agreement (brand specific): Specify the item code and description as per OEM Catalogue – CISCO – **Refer to Annex A5 – Bill of Material.**

5.2. SOLUTION REQUIREMENT

(1) SOLUTION TARGET ARCHITECTURE

- (a) As per **Annex A5 - Bill of Material**;
- (b) End-to-end working solution as per **Annex A6 – Cisco Professional Services.**
- (c) Redundancy.

6. BID EVALUATION STAGES

- (1) The bid evaluation process consists of several stages that are applicable according to the nature of the bid as defined in the table below.
- (2) The bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation.

Stage	Description	Applicable for this bid YES/NO
Stage 1	Administrative pre-qualification verification	YES
Stage 2	Technical Mandatory requirement evaluation	YES
Stage 3	Special Conditions of Contract verification	YES
Stage 4	Price / B-BBEE evaluation	YES

ANNEX A.1: ADMINISTRATIVE PRE-QUALIFICATION

7. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

7.1. 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.

7.2. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

- (1) **SUBMISSION OF BID RESPONSE:** The bidder has submitted a bid response documentation pack in accordance with the requirements stipulated in SBD-1 “Invitation to Bid” –
 - (a) that was delivered at the correct physical or electronic closing address, and;
 - (b) before the closing date of the bid; and
 - (c) Complete and in the correct format as one original document, two copies and one CD.
- (2) **ATTENDANCE OF BRIEFING SESSION:** A Non-Compulsory Virtual Briefing Session will be held.
- (3) **REGISTERED SUPPLIER.** The bidder is, in terms of National Treasury Instruction Note 3 of 2016/17, registered as a Supplier on National Treasury Central Supplier Database (CSD).

ANNEX A.2: TECHNICAL MANDATORY REQUIREMENTS

8. TECHNICAL MANDATORY REQUIREMENTS

8.1. INSTRUCTION AND EVALUATION CRITERIA

- (1) The bidder **must comply with ALL the requirements 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 8.3 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.

8.2. TECHNICAL MANDATORY REQUIREMENTS

TECHNICAL MANDATORY REQUIREMENTS	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
1. BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS a) The Bidder must be accredited with CISCO (the OEM), as a registered CISCO partner at an Enterprise Level for the supply, install, maintenance and support of IT networking infrastructure equipment.	Attach to ANNEX B a copy from CISCO (the OEM), documentation (valid certificate, license, or letter) that the Bidder is a registered CISCO partner at an Enterprise Level for the supply, install, maintenance and support of IT networking infrastructure equipment. Note: SITA reserves the right to verify the information provided.	<provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.1>
2. BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS b) The Bidder must provide resources that specialise on Advance Enterprise Networks Architecture and Buying Models Commerce Certification	The Bidder must provide evidence that the resources have the necessary certification. The following certificates must be submitted: <ol style="list-style-type: none"> 1. Advanced Enterprise Networks Architecture Specialized; and 2. Buying Models Commerce Certification. 	<provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.2>
3. PRODUCT / SERVICE FUNCTIONAL REQUIREMENT The Bidder must confirm compliance to the functional Product / Service Functional	The bidder must confirm that they comply with the Product / Service Functional Requirements by completing Annex C: Addendum 1.	<provide unique reference to locate

TECHNICAL MANDATORY REQUIREMENTS	<i>Substantiating evidence of compliance</i> <i>(used to evaluate bid)</i>	<i>Evidence reference</i> <i>(to be completed by bidder)</i>
requirements for the supply and installation of the Cisco Network Infrastructure .		substantiating evidence in the bid response – see Annex B, section 11.3 and Annex C: Addendum 1>

8.3. 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> <p>(a) The bid complies with each and every TECHNICAL MANDATORY REQUIREMENT as specified in SECTION 8.2 above; AND</p> <p>(b) Each and every requirement specification is substantiated by evidence as proof of compliance.</p>		

ANNEX A.3: SPECIAL CONDITIONS OF CONTRACT (SCC)

9. SPECIAL CONDITIONS OF CONTRACT

9.1. INSTRUCTION

- (1) The successful supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the successful Supplier. However, SITA reserves the right to include or waive the condition in the signed contract.
- (2) SITA reserves the right to –
 - (a) Negotiate the conditions, or
 - (b) Automatically disqualify a bidder for not accepting these conditions.
- (3) In the event that the bidder qualifies the proposal with own conditions, and does not specifically withdraw such own conditions when called upon to do so, SITA will invoke the rights reserved in accordance with subsection 9.1(2) above.
- (4) The bidder must **complete the declaration of acceptance** as per section 9.3 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”.

9.2. SPECIAL CONDITIONS OF CONTRACT

(1) CONTRACTING CONDITIONS

- (a) **Formal Contract.** The Supplier must enter into a formal written Contract (Agreement) with DFFE.
- (b) **Right of Award.** SITA/DFFE reserves the right to award the contract for required goods or services to one or more bidders.
- (c) **Right to Audit.** SITA/DFFE 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) SCOPE OF WORK AND DELIVERY SCHEDULE

The Supplier is responsible to perform the work as outlined in the following Work Breakdown Structure (WBS):

WBS	Statement of Work	Delivery Timeframe
1.	Facilitate the signing of an Enterprise agreement between Cisco and DFFE.	
2.	Cisco Professional Services <ol style="list-style-type: none">a. Advise & Implementb. SME Support – 400hrs/5yrs Refer to Annex A6 – Cisco Professional Services.	

WBS	Statement of Work	Delivery Timeframe
3.	Supply hardware and support requirements as mentioned in Annex A5-Bill of Material .	
4.	Install and configure equipment for the sites in Cape Town i.e. Installation at East Pier (EP) and mentored for Foretrust and Loop Street.	
5.	Install and configure the wireless solutions, excluding the physical installation of access points for sites other than in Cape Town and Pretoria. Controllers to be configured and installed in the Pretoria, head-office as well as controllers in Cape Town (Foretrust Building and SITA (Observatory)).	
6.	Install and configure wireless bridges at 2 offices	

(3) SERVICES AND PERFORMANCE METRICS

The Supplier is responsible to provide the following services as specified in the Service Breakdown Structure (SBS):

SBS	Service Element	Service Grade	Service Level
1.	Call Centre	Normal	24h x 7days x 52weeks
2.	Incident Response	Normal	Maximum 6 hours
3.	Incident Restore	Normal	Maximum 6 hours
4.	Meantime to repair	normal	Maximum of 6 hours

(4) SUPPLIER PERFORMANCE REPORTING

The Supplier Performance reporting will be monthly and the Bidder needs to attend the Monthly SLA meetings.

(5) 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;
 - (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;

- (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;
 - (d) **Electrical Work.** The Supplier must ensure that Electrical Work is performed as prescribed by the Occupation Health and Safety Act (Act 85 of 1993 as amended), Electrical Regulations 2009, including,
 - (i) The Supplier is registered at the Department of Labour as an Electrical Contractor;
 - (ii) The standard of work conforms to SABS SANS 10142-1: The code of practice for wiring of premises; and
 - (iii) Any Electrical installation or alteration is certified after completion of work by means of a Certificate of Compliance.
 - (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, including at least the following:
- (6) **LOGISTICAL CONDITIONS –**
- (a) **Hours of work.**
 - (b) In the event that the Department of Forestry, Fisheries and the Environment (DFFE) grants the Supplier permission to access DFFE's Environment including hardware, software, internet facilities, data, telecommunication facilities and/or network facilities remotely, the Supplier must adhere to SITA's relevant policies and procedures (which policy and procedures are available to the Supplier on request) or in the absence of such policy and procedures, in terms of, best industry practice.
 - (c) **On-site and Remote Support.** The Supplier must perform remote support and onsite
 - (d) **Support and Help Desk.** The Supplier must provide active SAID's (credentials) for call logging
- (7) **SKILLS TRANSFER AND TRAINING –**
- (a) The Supplier must provide on the job skills transfer on the proposed solution or product to technical staff to enable DFFE to operate and support the product or solution after implementation.
 - (b) The Supplier to provide a skills transfer plan for the DFFE technical team
 - (c) The nature of the training must be informal and hand-on and on the job
- (8) **REGULATORY, QUALITY AND STANDARDS**
- (a) The Supplier must for the duration of the contract ensure compliance with <ISO/IEC General Quality Standards, ISO9001>
 - (b) The Supplier must for the duration of the contract ensure compliance with <IEC/ISO Manufacturing and Workmanship quality condition>
 - (c) The Supplier must for the duration of the contract ensure compliance with <IEC/ISO Environmental conditions>

- (d) The Supplier must for the duration of the contract ensure that the proposed product or solution conform with the Government Minimum Interoperability Standards (MIOS).

(9) 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 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.

(10) 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.

(11) GUARANTEE AND WARRANTIES. The Supplier warrants that:

- (a) The warranty of goods supplied under this contract remains valid for **five (5)** years 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;
- (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) the Products is maintained during its Warranty Period at no expense to DFFE;
- (e) the Product possesses all material functions and features required for DFFE's Operational Requirements;

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

(12) 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.

(13) GENERAL

- (a) The supplier will be bound by Government Procurement: General Conditions of Contract.
- (b) (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the Supplier. However, SITA reserves the right to include or waive the condition in the signed contract.
- (c) SITA reserves the right to:
 - (i) Negotiate the conditions, or
 - (ii) Automatically disqualify a bidder for not accepting these conditions.
 - (iii) Right to Audit: SITA reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct probity to ascertain whether a qualifying bidder has the technical capability to provide the goods and services as required by this tender.
- (d) "The parties in this Agreement agree that the offer price of all the equipment shall be at the wholesale price or below wholesale price as agreed with the OEM. Should, at any time during the existence of the agreement that the offered price which is higher than the wholesale price or as agreed with the OEM, SITA client shall be entitled to such wholesale price with the exclusion of the mark-up which the reseller may have charged".

NOTE: These conditions will form part of the contract obligations and suppliers are expected to comply in order for SITA to conclude an agreement with the potential suppliers. Failure to comply during finalisation of a contract may result to disqualification.

(14) 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.

(15) 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.

(16) TARGETED PROCUREMENT/TRANSFORMATION

SITA, in terms of the PPPFA Regulation 2017 section 9(1), has an obligation to advance designated groups which includes black SMMEs (i.e. Exempted Micro Enterprises (EME) and Qualifying Small Enterprises (QSE)) for the supply of certain ICT goods or services where feasible to subcontract for a contract above R30m, an organ of state must apply subcontracting to advance designated groups.

The bidder is required to subcontract a minimum of 30% of the value of the contract to 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.

(17) 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.

(18) 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.



9.3. DECLARATION OF ACCEPTANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
<p>1. The bidder declares to ACCEPT ALL the Special Condition of Contract as specified in section 9.2 above by indicating with an "X" in the "ACCEPT ALL" column, OR</p> <p>2. The bidder declares to NOT ACCEPT ALL the Special Conditions of Contract as specified in section 9.2 above by -</p> <p>(a) Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and;</p> <p>(b) Provide reason and proposal for each of the conditions that is not accepted.</p>		
<p>Comments by bidder: Provide reason and proposal for each of the conditions not accepted as per the format: Condition Reference: Reason: Proposal:</p>		



ANNEX A.4: COSTING AND PRICING

10. COSTING AND PRICING

10.1. 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 **80/20**, subject to the following conditions –
 - (a) If the lowest acceptable bid price is up to and including R50 000 000 (all applicable taxes included) then the 80/20 preferential point system will apply to all acceptable bids; or
 - (b) If the lowest acceptable bid price is above R50 000 000 (all applicable taxes included) then the 90/10 preferential point system will apply to all acceptable bids;
- (3) The bidder must **complete the declaration of acceptance** as per section 10.3 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 reserves the right to negotiate the conditions or automatically disqualify the bidder for not accepting these conditions. These conditions will form part of the Contract between SITA and the bidder. However, SITA reserves the right to include or waive the condition in the Contract.

10.2. COSTING AND PRICING CONDITIONS

1. SOUTH AFRICAN PRICING

The total price must be VAT inclusive and be quoted in South African Rand (ZAR).

2. TOTAL PRICE

- (a) All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
- (b) The cost of delivery, labour, S&T, overtime, etc. must be included in this bid.
- (c) All additional costs must be clearly specified.

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

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 –

- (d) **Local Price** means the portion of the TOTAL price that is NOT dependent on the Foreign Rate of Exchange (ROE) and;
- (e) **Foreign Price** means the portion of the TOTAL price that is dependent on the Foreign Rate of Exchange (ROE).
- (f) **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	R17,31
1 Euro	R17,28
1 Pound	R20,01

5. BID PRICING SCHEDULE

Note: Bidders will complete the Bid pricing schedule in the Excel spreadsheet format provided and include this as part of their submission.

10.3.DECLARATION OF ACCEPTANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
(19) The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in section 10.2 above by indicating with an "X" in the "ACCEPT ALL" column, or		
(20) The bidder declares to NOT ACCEPT ALL the Costing and Pricing Conditions as specified in section 10.2 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.		

ANNEX A.5: BILL OF MATERIAL

Refer to the attached document.



ANNEX A.6: CISCO PROFESSIONAL SERVICES

Refer to the attached document.



ANNEX B: BIDDER SUBSTANTIATING EVIDENCE

11. MANDATORY REQUIREMENT EVIDENCE

11.1 BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS

Attach a copy from **CISCO** (the OEM), documentation (valid certificate, license, or letter) that the Bidder is a registered **CISCO** partner at an Enterprise Level for the supply, install, maintenance and support of IT networking infrastructure equipment **here**.

11.2 BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS

The Bidder must provide evidence that the resources have the necessary certification. The following certificates must be **submitted and attached here**:

(a) Advanced Enterprise Networks Architecture Specialized;

and

(b) Buying Models Commerce Certification.

11.3 PRODUCT / SERVICE FUNCTIONAL REQUIREMENT

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



ANNEX C, ADDENDUM 1

NB: The bidder must confirm that they comply with the following Technical Mandatory, Functional and Scope Requirements as indicated below as this will be legal contractual binding:

No	Service Functional requirement	Duration	Comply/Not comply
1	Cisco Partner requiring the following specializations/certifications in order to transact a Cisco Enterprise Agreement: <ul style="list-style-type: none">• Advanced Enterprise Networks Architecture Specialized• Buying Models Commerce Certification	For the duration of the contract	
2	Guaranteed delivery within 9 weeks of placement of order.	For the duration of the contract	
3	Entitlement confirmation of the Maintenance and Support provisioned for 5 years as per specification on Annex A5 - (Bill of Material) .	For the duration of the contract	
4	Cisco Professional Services for design, installation and support as per Annex A6 - (Cisco Professional Services) .	For the duration of the contract	

I, the Supplier (Full names) representing (company name)..... hereby confirm that the Bidder comply with the Technical Mandatory Functional and Scope requirements above 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: