



**BID SPECIFICATION:**

|  |  |
| --- | --- |
| **RFB No:** | **RFB 3152-2025** |
| **Description** | **Request for bid for the Appointment of a Service Provider for the Installation and Configuration of the Switch and Wireless Network Infrastructure in Three (3) Phases for a Period of Three (3) Years, Including Three (3) Years Maintenance and Support** |
| **Publication Date** | 18 September 2025 |
| **Non-Compulsory Virtual Briefing Session**  | Non- Compulsory Virtual Briefing Session will be held as follows:Date: 29 September 2025Time: 11H00Place: [**Join the meeting now**](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_ZjEyOGVkMTUtODMxNS00ZmQ3LTliZjgtMzFhZjg2Y2MyY2Zk%40thread.v2/0?context=%7b%22Tid%22%3a%2248cd5724-88c7-48c3-a665-945436edd7fc%22%2c%22Oid%22%3a%222201950a-41cd-4cdb-950d-90c60a2ef1e5%22%7d)  |
| **Closing Date for questions / queries** | 06 October 2025 at 16:00 |
| **Bid Response Submission Address**  | Tender Office, Pongola in Apollo459 Tsitsa Street, Erasmuskloof, Pretoria, 0048 |
| **RFB Closing Details and Time** | **Date: 13 October 2025****Time: 11:00am (South African Time)** |
| **RFB Validity Period** | 200 Days from the closing date  |

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# Purpose and Background

* 1. **Purpose**

The purpose of this RFB is to invite suppliers (hereinafter referred to as “bidders”) to submit bids for the supply, install, and configuration of the switch and wireless network infrastructure in three (3) phases for a period of three (3) years.

* 1. **Background**

The Department's current network infrastructure is due for an upgrade and poses a risk to the Department due to the hardware that is end-of-life and end-of-maintenance support.

# Scope of Bid

The following LAN network infrastructure services need to be addressed within the scope in a phased approach **(Phase 1 – Phase 3)**:

1. Supply, install, and configure of the switch and WIFI 7 network infrastructure.
2. Implementation of network redundancy throughout the network.
3. Supply, configuration, and installation of two controllers and access points (WIFI 7 infrastructure).
4. Supply, configuration, and installation of core switches with management modules to cater for a minimum of 2 X 1/10 Gigabit Ethernet (GBE) link to access switches uplinks (switch infrastructure).
5. The service provider must be accredited with the OEM for technical support also register SITA technical staff for support cases and firmware downloads.
6. Switch configuration is done according to the DHS network standard and other best network standards practice.
7. All floor switches must be stacked.
8. Ensure that the server environment connects to the newly procured core switches (Redundancy).
9. Ensure that the network infrastructure shall seamlessly integrated with the current:
* Router and Fire wall.
* Printers and video conference.
1. Migration strategy from CISCO to any proposed solution.
2. Ensure all the cables are patched neatly to the switches.
3. Provide heat maps of the WIFI coverage for all the WIFI areas.
4. All devices are to be neatly labelled accordingly.
5. All equipment must be of the latest.
6. Three (3) Year technical maintenance and support.
7. Five (5) Year warranty on all equipment (hardware and software).
8. Core switches and WIFI controllers need to be on separate cabinets for redundancy.
9. All access switches must have a minimum of 2 X 1/10GBE uplinks.
10. Ensure removal of all old switches and keep them in a storeroom that will be provided.
11. Training of SITA and Department staff on new infrastructure for operational support (non-certification training).
12. Provide documentation, network designs/diagrams and manuals.
13. Provide all switch configurations in a document format/ electronic.
14. Project management.

## Current Network Infrastructure

The Local Area Network (LAN) infrastructure currently consists of Core Switches, Layer 3 Access Switches, Wireless Controllers, and Access Points (AP). The Whole network is running on CISCO equipment’s.

# Phases Categorised (Phase 1 – Phase 3)

The service provider to supply, install, and configure the switch and wireless network infrastructure in three (3) phases for a period of three (3) Years.

## Phase 1 (Year 1 – 2025/26)

 **Table 1: Number of Switches and Wi-Fi Network Infrastructure Equipment Required at Building 240**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Office |  Devices (Switches and Controllers) | Stacking Cables | 1 / 10G SFPS | APs |
| Server Room | 2x24 Port Core Switches | 2 | 16 | 0 |
| Server Farm | 2x24 Port Power over Ethernet (PoE) Switches | 2 | 2 | 0 |
| Ground Floor | 3X48 Port PoE Switches | 3 | 2 | 1 |
| Floor 1 | 2X48 Port PoE Switches | 2 | 2 | 5 |
| Floor 2 | 3X48 Port PoE Switches | 2 | 2 | 5 |
| Floor 3 | 2X48 Port PoE Switches | 3 | 2 | 5 |
| Floor 4 | 2X48 Port PoE Switches | 2 | 2 | 5 |
| Floor 5 | 2X48 Port PoE Switches | 2 | 2 | 3 |
| Floor 6 | 2X48 Port PoE Switches | 2 | 2 | 3 |
| **Total Required** | **16X48 Port PoE Switches.****2X24 Port PoE Switches.****2X24 1/10GBE Core Switches.****1X WI-FI Controllers.****20X Multimode Fibre Patch Leads.****5X Years Hardware Warranty on all Equipment’s**  | **20** | **32** | **27** |

## Phase 2 (Year 2 – 2026/27)

 **Table 2: Number of Switches and Wi-Fi Network Infrastructure Equipment Required at Building 260**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Office |  Devices (Switches and Controllers) | Stacking Cables | 1 / 10G SFPS | APs |
| Floor 1 | 2X48 Port PoE Switches | 2 | 2 | 5 |
| Floor 2 | 3X48 Port PoE Switches | 3 | 2 | 5 |
| Floor 3 | 2X48 Port PoE Switches | 2 | 2 | 5 |
| Floor 4 | 2X48 Port PoE Switches | 2 | 2 | 5 |
| Floor 5 | 4X48 Port PoE Switches | 4 | 2 | 7 |
| Additional Stacking Cables and 1 / 10G SFPS | 6 | 22 | 0 |
| **Total Required** | **14X48 Port PoE Switches.****20X Multimode Fibre Patch Leads.****5X Years Hardware Warranty on all Equipment’s.** | **19** | **32** | **27** |

## Phase 3 (Year 3 – 2027/28)

 **Table 3: Core Switches and Server Farm Switch for Building 260**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Office |  Devices (Switches and Controllers) | Stacking Cables | 1 / 10G SFPS | APs |
| Server Room | 2x24 Port Core Switches | 2 | 16 |  |
| Server Farm | 2X24 Port PoE Switches | 2 | 2 |  |
| **Total Required** | **1X WI-FI Controllers.****2X24 Port PoE Switches.****2X24 1/10GBECore Switches.****5X Years Hardware Warranty on all Equipment’s** | **4** | **18** |  |

# Product / Service Requirements

## Hardware Specifications

This document outlines the technical specifications for the procurement of core, access, and wireless networking infrastructure for the Department of Human Settlement (DHS). Vendors must comply with all mandatory specifications. Equivalent solutions will be evaluated based on exact feature alignment and compliance.

**Table 4:** **Hardware Specifications 24/48 Access Switches**

|  |  |  |
| --- | --- | --- |
| **Quantity** | **Component** | **Specifications** |
| 30 | 48-Port PoE Access Switch | 48 × 10/100/1000/2.5G Base-T PoE+ ports4 × 10 GE SFP+ uplink ports2 × 12GE stack portsRedundant hot-swappable fans and power supplySwitching capacity ≥ 368 Gbps802.1d/w/s, ≥ 32K MAC, ≥ 4000 VLANsL2/L3, OSPF, BGP, IGMP Snooping, PIMQoS with DRR, SP, DRR+SPNAC, 802.1X, RADIUS, SSH v2.0, sFlow, IFIT, iPCA, SNMP v1/v2c/v3 |
| 4 | 24-Port PoE Access Switch | 24 × 10/100/1000/2.5G Base-T PoE+ ports4 × 10 GE SFP+ uplink ports2 × 12GE stack portsRedundant fans and power supplySwitching capacity ≥ 248 GbpsFull Layer 2/3 SupportQoS, sFlow, IFIT, iPCA, SNMP v1/v2c/v3 |

**Table 5: Hardware Specifications 24XPort Core Switch**

|  |  |  |
| --- | --- | --- |
| **Quantity** | **Component** | **Specifications** |
| 4 | 24-Port Core Switch | 24 x 10 Gig SFP+, 6 x 40/100 Gig QSFP28Redundant hot-swappable fans and power supplySwitching capacity of at least 38.4 TbpsMAC address table size: up to 1 million- Automatic MAC learning and aging- IEEE 802.1ad (QinQ)- Minimum 4000 VLANs- STP, RSTP, MSTPGRE + MPLS L2/L3 VPNMACsec + Portal + 802.1x + DHCP + ACL QoS hierarchyHierarchical QoSL2/L3, OSPF, BGP, IGMP Snooping, PIMQoS with DRR, SP, DRR+SPNAC, 802.1X, RADIUS, SSH v2.0SNMP v1/v2c/v3 for traffic analysis- WLAN management capable of handling up to 10,000 APsWLAN controller management,Must include stacking cables and support high-availability stacking architecture |
| **Quantity** | **Component** | **Specifications** |
| 60 | Multimode Fibre Patch Leads | Multimode Fibre Patch LeadsOM3/OM4 with 50/125 µm core diameterLength: 3 metersConnector: LC-LC DuplexJacket: LSZHMinimum insertion loss, high durability |

**Table 6: WIFI Hardware Specifications**

|  |  |  |
| --- | --- | --- |
| **Quantity** | **Component** | **Specifications** |
| 2 | Wireless LAN Controller | Supports centralized management of 128+ APsSupports Layer 2/3 AP-Controller networkingRedundant uplinks and dual powerSupports 802.11ax/be (Wi-Fi 6/7), dynamic load balancingSecurity: RADIUS, MAC, Portal, and WPA3, user behavior analytics |
| **Quantity** | **Component** | **Specifications** |
| 54 | Wireless Access Points | Up to 5.95 Gbps1 × 5GE + 1 × GE electrical portsIEEE 802.11a/b/g/n/ac/ax(USB supported)PoE+ (IEEE 802.3at)Bluetooth 5.1Up to 16 per radioUp to 1024 usersBuilt-in smart antennasWPA3, MAC filtering, 802.1X, Portal, iPCA |

# 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 7: Bid Evaluation Stages

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

## Mandatory Administrative responsiveness (Stage 1)

### Attendance of briefing session

1. 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.
2. Bidders need to complete all the SBD documents which needs to be submitted as stated in the Invitation to Bid Document.

### Registered Supplier

1. 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.
2. 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

### Bid Submission Instructions

**Note that a Two Envelope process will be followed and therefore bidders must submit as follows:**

1. **Envelope 1: RFB Document and Technical / Functionality Response**

The following must be included and submitted in a in a separate envelope:

* 1. One (1) original file excluding pricing; **and**
	2. One (1) hard copy excluding pricing; **and**
	3. Two (2) electronic copies on USB memory stick/ flash drive in Portable Document Format (PDF) of the RFB Document and Technical / Functionality Response.
1. **Envelope 2: Price Response**

The following must be included and submitted in a in a separate envelope:

* 1. One (1) original file excluding Technical / Functionality Response; and
	2. One (1) hard copy excluding Technical / Functionality Response; and
	3. Two (2) electronic copies on USB memory stick/ flash drive in Portable Document Format (PDF) of pricing only.
1. It is the Bidder’s responsibility to ensure that the information and contents on the electronic copies is the same as in the hard copies.
2. To ensure that the electronic copies are not damaged, the bidder must submit the USB’s (memory stick/ flash drive) in a sealed padded envelop and be clearly marked.
3. Bidders shall submit proposal responses in accordance with the prescribed manner of submission as specified above. **Failure to comply with the above instructions on submitting a proposal will lead to disqualification.**
4. The **RFB** Responses (hard and electronic copies) must be clearly marked as follows: Bidder’s Name & Contact Details, **RFB** Number, **RFB** Description, and Closing Date.
5. All Bids in this regard shall only be accepted if they have been placed in the tender box before or on the closing date and stipulated time.
6. Late bids shall not be considered.
7. The proposal must be signed by an authorised employee, agent or representative of the bidder. The proposal must bear the initials of the signatory at the bottom of every page as an indication that the bidder has familiarised itself with the terms and conditions of this **RFB** document.
8. Faxed or e-mailed bids will not be accepted.
9. Bidders shall submit proposal responses in accordance with the prescribed manner of submission as specified in this document. **Failure to comply with the bid submission requirements will lead to disqualification.**
10. Bidders are required to submit all returnable documents/information together with their Bids/proposals on or before the closing time and date of the Bids/proposals.
11. All services supplied in accordance with the bidder’s proposal must be in accordance with all applicable legal requirements in terms of South African law, policies and regulations.

## Technical returnable documents

### Instruction and evaluation criteria

1. 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”.
2. The bidder must provide a unique reference number (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response.
3. 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.

### Technical mandatory requirements (Stage 2)

Table 8: Technical Mandatory Requirements

| **Mandatory Requirements** | **Substantiating evidence of compliance (used to evaluate bid)** | **Evidence reference (to be completed by bidder)** |
| --- | --- | --- |
| 1. **Bidder Certification/ Affiliation Requirements**
 |
| The bidder **must** be accredited with the Original Equipment Manufacturer (OEM) as a partner/reseller/distributor for the supply of LAN Switch and WIFI Infrastructure. | Attach to **ANNEX A** copy of valid documentation (letter/certificate/license) as proof that the Bidder is accredited (OEM)/ an Accredited Reseller/ Partner/ Distributor to supply the LAN Switch and WIFI Infrastructure.**NOTE (1)**The valid letter clearly indicating the following information below:(a) OEM/partner/reseller distributor name ; **and**(b) The Bidder’s name; **and**(c) The date it was issued; **and**(d) if applicable, the expiry date**NOTE (2):** SITA reserves the right to verify information provided. | <provide unique reference to locate substantiating evidence in the bid response – **see Annex A, par 6.1**> |
| 1. **Bidder Experience and Capability Requirements**
 |
| The bidder **must** have supplied, Planned, designed, Installed and Configured LAN Switch and WIFI Infrastructure including maintenance and support to at least one (1) customer in the last five years from the publication of this Bid. | The bidder must complete **table 13** by providing reference details from at least one (1) customer to whom Planned, designed, Installed and Configured LAN Switch and WIFI Infrastructure including maintenance and support was delivered to at least one (1) customer in the last five years from publication of this bid.**NOTE (1):**The Bidder **must provide all** of the following information when completing **Table 13**1. Company name; and
2. Contact person, telephone **and/or** e-mail address; **and**
3. Project scope of Work; **and**
4. Project start and End date.

**NOTE (2):** SITA reserves the right to verify information provided.**NOTE (3):** Failure to complete Table 13 fully as indicated above will result in disqualification, **NOTE (4):** No reference letters required. | <provide unique reference to locate substantiating evidence in the bid response – **see Annex A, par 6.2, Table 13**> |
| 1. **Technical Functional /Product Requirements**
 |
| **The bidder must confirm compliance to the Product / Service / Solution Requirements as per Hardware Specification stated on section 4.1 Hardware Specification table 4 – table 6** | The bidder must confirm that they comply with the Product / Service / Solution Requirements by providing substantiating evidence in the bid response in a form of a brochure/Hardware Specification of the product capabilities.**NOTE (1):** SITA reserves the right to verify information provided as Brochure/Hardware Specification of the product capabilities if they meet hardware requirements specification. Failure to comply with minimum technicalspecification will result in disqualification.**NOTE (2):**Failure to provide unique reference to locate substantiating evidence in the bid response in a form of a brochure/Hardware Specification of the proposed product capabilities will result in disqualification. | <provide unique reference to locate substantiating evidence in the bid response in a form of a brochure/Hardware Specification of the product capabilities. - **see Annex A, par 6.3.**  |
| 1. **Special Conditions of Contract Acceptance**
 |
| Bidder must accept ALL the Special Conditions of contract. | The Bidder must accept ALL the Special Conditions of Contract by completing and signing the declaration of Acceptance in the Declaration of Compliance and Acceptance under the Special Conditions (Section 5.3.18).**NOTE (1):** **Failure to accept ALL the Special Conditions of Contract will result in disqualification.** | <provide unique reference to locate substantiating evidence in the bid response – **see Annex A, par 6.4**> |

## Special Conditions of Contract Verification (Stage 3)

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:
	1. Negotiate the conditions; or
	2. Automatically disqualify a bidder for not accepting these conditions; or
	3. Award to multiple bidders
	4. Not to award; or
	5. To do a partial award
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 5.3. (b) Above.

### Special Conditions of Contract

### Contracting Conditions

1. **Formal Contract** - The supplier must enter into a formal written contract (agreement) with SITA.
2. **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.

### Delivery Address

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

**Table 9: Location of DHS Office**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Province | Town | Building  | Physical Address | Comments |
| Gauteng | Pretoria | Govan Mbeki House  | 240 Justice Mahomed Street, Sunnyside, | Head Office |

### Services and Performance Metrics

1. The bidder is responsible to provide the following services as specified in the Service Breakdown Structure (SBS):
	1. **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 incidents.
	2. **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 incidents.

### Supplier Performance Reporting

The supplier reporting will be detailed in the service level agreement (SLA) with the provided successful bidder.

### Penalties

1. A penalty of 15% of the monthly contract value or any specific deliverable may be imposed if it is found that the Service Provider failed to meet agreed deliverables, and such failure was not caused by a failure of the client to comply with its obligations.
2. Where penalties are imposed, the relevant monthly invoice will be reduced by the penalty amount, or a credit note for the penalty amount will be submitted to SITA within 2 (two) months of the target not being met.
3. SITA reserves the right to enforce these penalties, or not, depending on the merit of each case.

### Certification, Expertise and Qualification

1. The bidder certifies that:
	1. it has the necessary expertise, skill, qualifications and ability to undertake the work required in terms of the Statement of Work or Service Definition
	2. it is committed to provide the Products or Services; and
	3. perform all obligations detailed herein without any interruption to the Customer
	4. it has been certified for the Products and Services required

### Logistical Conditions

1. **Hours of Work**
	1. Office hours are defined as business working hours of the customer and is Mondays to Fridays between 07:30 and 16:00.
	2. After hours of the customer during weekdays are from16:00 to 07:30.
	3. All mission critical sites will be managed on 24 x 7 x 365 days a year including public holidays.
2. **Client environment**
	1. In the event that SITA grants the bidder access to Presidency 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.
3. **Tools of Trade**
	1. 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. **Remedy ARS Support**
	1. Information systems

### Regulatory, Quality and Standards

1. The Supplier must for the duration of the contract ensure compliance with Protection of Personal Information Act, 2013 (POPIA).
2. SITA Regulations (12.3) require that before a department concludes a contract, the Agency must conduct standard (MIOS) certification in respect of the goods or services in question. To avoid delays or cancellation, bidders are required to attach SITA PRODUCT CERTIFICATE for all offered items which can be obtained from the OEM.

For more clarity and OEM agreements, visit the Product Certification website with the Technology Certification Process at [www.sita.co.za/prodcert.htm](http://www.sita.co.za/prodcert.htm)

### Security screening and Security clearance requirements

* 1. **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:
		1. Copy of company registration documentation.
		2. Copy(ies) of identity documentation of Director(s), Member(s) or Trustee(s);
		3. Copy of valid tax clearance certificate.
	2. **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:
		1. Copy of identity document;
		2. Copy(ies) of qualification(s) if SITA requires verification thereof;
		3. Fingerprints – will be taken electronically;
		4. Signed consent form for the conduct of background checks.
	3. **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:
		1. Completed Z204 or DD1057 security clearance application form;
		2. Fingerprints;
		3. 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.

### Confidentiality and non -disclosure conditions

1. The Supplier, including its management and staff, must before commencement of the Contract, sign a non-disclosure agreement regarding Confidential Information
2. 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:
	1. the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);
	2. being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Contract;
	3. 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;
	4. 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;
	5. being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;
	6. being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;
	7. 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
	8. 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
	9. 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;
3. 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;
4. 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;
5. 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.

### Guarantee and warranties

1. The supplier confirms that:
	1. 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 client’s signature
	2. 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;
	3. 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;

### Intellectual Property Rights

1. 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:
	1. termination or expiration date of this Contract;
	2. the date of completion of the Services; and
	3. the date of rendering of the last of the Deliverables
2. 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
3. SITA, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.
4. Save for the license granted in terms of this Contract, the Supplier retains all Intellectual Property Rights in and to the Supplier’s pre-existing Intellectual Property that is used or supplied in connection with the Products or Services
5. Provide SITA with the compliant Occupational Health and Safety File (required on site for period of installation and proof of compliance).

### Counter Conditions

1. 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.

### Fronting

1. 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.
2. 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.

### Business Continuity and Disaster Recovery Plans

1. 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.

### Supplier Due Diligence

1. 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.

### Preference Goal Requirements conditions

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. SITA reserves the right to verify information / evidence provided by the Bidder.
7. 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**.

### 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 5.3.1 above and shall comply with all stated obligations:

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

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

##

## Price and Preference Points Evaluation (Stage 4)

### Costing and preference evaluation

1. In terms of the SITA Preferential Procurement Policy (PPP), the following preference point system is applicable to all Bids:
	1. 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
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:
	1. Price; and
	2. Preference points for specific goals.
4. The maximum points for this tender will be allocated as follows, subject to par.2.

 **Table 10: Points allocation**

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

### Costing and Pricing Conditions

* + 1. **South African Pricing** –

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

* + 1. **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.

* 1. All additional costs as well as cost of delivery, labour, S&T, overtime, etc. must be included in this bid.
	2. 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.
	3. SITA reserves the right to negotiate pricing with the successful bidder prior to the award as well as envisaged quantities

**2.1.** 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 5.4.6** 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.

### 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 –

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

### 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 | R17,49 |
| 1 Euro | R20,57 |
| 1 Pound |  R23,75 |

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

### Bid Pricing Schedule

* 1. Bidders **must** complete the bid pricing schedule in the Excel spreadsheet format provided and upload this as part of their submission.
	2. SITA reserves the right to negotiate pricing with the successful bidder prior to the award as well as envisaged quantities

**NOTE 1:**

**Bidders must complete and submit bid pricing in the provided Excel spreadsheet format, and any pricing schedule submitted in a different format will not be considered.**

### Declaration of Acceptance

|  | **ACCEPT ALL** | **DO NOT ACCEPT ALL** |
| --- | --- | --- |
| 1. The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in **par 5.4.2** above by indicating with an “X” in the “ACCEPT ALL” column, or
2. The bidder declares to NOT ACCEPT ALL the Costing and Pricing Conditions as specified in **par 5.4.2** above by -
	1. Indicating with an “X” in the “DO NOT ACCEPT ALL” column, and;
	2. 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. |

## Preference Requirements

1. **The bidder must complete in full all the PREFERENCE requirements.**
2. **Allocation of points per requirements:** The point’s allocation of bidders’ responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence.
3. Points will be allocated for each **PREFERENCE requirement** as per the criteria set in each section in the **table 12** below.
4. **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**.
5. **Preference Goal Requirements:**
	1. The applicable Preference Point system for this tender and points claimed is **80/20.**
	2. The specific Preferential Goal Requirements for this tender is indicated in **table 11** below.
	3. The Bidder must complete 80/20 preference point system and submit proof or documentation required in terms of this tender.
	4. 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.
	5. 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.
	6. 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.
	7. 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.
	8. **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**.
	9. Bidders need to keep auditable substantive records / evidence and upon request by **SITA** must be made available for audit and, or due diligence purposes.
	10. **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.
	11. **SITA reserves the right to** verify information / evidence provided by the Bidder.
	12. **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 with **paragraphs (f), (g) and (h) above.**

**Table 11:** Preference Goal Requirements

| **Preference Goal Requirement #** | **Preferential Goal Requirements** | **Preferential Goal Requirements**  |
| --- | --- | --- |
|  | **Preferential Goal Requirements allocated for this tender** | **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** **Evidence Reference** |
|  | **B-BBEE Requirements** |  |
| 1) | **B-BBEE Requirements**Promotion of Transformational Objectives. | **Evidence:**The Bidder must provide a copy of the following relevant evidence for the Preferential Goal points which the Bidder qualifies for:1. **Columns A, B, C and D in table 12**

Copy of relevant proof ***(B-BBEE certificate or sworn affidavit)*** of B-BBEE status level of contributor as defined in the Broad-Based Black Economic Empowerment Act:* + - * 1. ***B-BBEE certificate*** *(from a SANAS Accredited Agency);*

**or** * 1. ***Sworn affidavit*** in the format provided by CIPC - ***Applicable to EMEs and QSEs only;***

**and/ or**1. **Column D in tables 12**

Copy of ***South African Identification Document (ID***); **and/ or**1. **Column E in tables 12**

*Copy of Medical Certificate* ***clearly indicating the disability in line with the B-BBEE status claimed as defined in the Broad-Based Black Economic Empowerment Act***.**Note:**The CIPC (Companies and Intellectual Property Commission) registration documents will also be used as evidence to confirm compliance to the Preferential procurement requirements as part of the evaluation process.**Points allocation:**Points will be allocated for bidders that meets the requirements as indicated in either **table 12 in section 5.5.** | <provide unique reference to locate the substantiating evidence in the bid response – **Annex A, section 6.5**> |

**Table 12**: **B-BBEE Points as part of the Preference Goal requirements (Preferential Goal Requirements for (80/20) system)**

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

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  | **Ownership**  |  |  |  |
|  | **Reference #** | **Contributor Level as defined in the Broad-Based Black Economic Empowerment Act** | **EME/QSEs** | **Black Owned(BO)(51% or more)** | **Black Woman Owned(BWO)(More than 30%)** | **Youth Owned** | **Owned by People living with disabilities** | **Score** | **Bidder to select the section for points they wish to claim(Mark as Y= Yes)** |  |
|  |  |
|  |   |   | **(A)** | **(B)** | **(C)** | **(D)** | **(E)** | **(F)** |  |  |
|  | **1** | **Level 1** | **6** | **4** | **4** | **4** | **2** | **20** |  |  |
|  | **2** | **Level 1** | **6** | **4** | **2** | **2** | 0 | **14** |  |  |
|  | **3** | **Level 1** | **6** | **4** | **2** | 0 | 0 | **12** |  |  |
|  | **4** | **Level 1** | **6** | **4** | 0 | 0 | 0 | **10** |  |  |
|  | **5** | **Level 2 and 3** | **4** | **2** | **1** | **1** | **1** | **9** |  |  |
|  | **6** | **Level 2 and 3** | **4** | **2** | **1** | **1** | 0 | **8** |  |  |
|  | **7** | **Level 2 and 3** | **4** | **2** | **1** | 0 | 0 | **7** |  |  |
|  | **8** | **Level 2 and 3** | **4** | **2** | 0 | 0 | 0 | **6** |  |  |
|  | **9** | **Level 4 and 5** | **2** | **1** | **0,5** | **0,5** | **0,5** | **4,5** |  |  |
|  | **10** | **Level 4 and 5** | **2** | **0,5** | **0,5** | **0,5** | 0 | **3,5** |  |  |
|  | **11** | **Level 4 and 5** | **2** | **0,5** | **0,5** | 0 | 0 | **3** |  |  |
|  | **12** | **Level 4 and 5** | **2** | **0,5** | 0 | 0 | 0 | **2,5** |  |  |
|  | **13** | **Level 6** | 0 |   | 0 | 0 | 0 | **0** |  |  |
|  | **14** | **Level 7** | 0 |   | 0 | 0 | 0 | **0** |  |  |
|  | **15** | **Level 8** | 0 |   | 0 | 0 | 0 | **0** |  |  |
|  | **16** | **Non-Contributor** | 0 |   | 0 | 0 | 0 | **0** |  |  |
|  | **Total Maximum Score Allocation:** | **20** |  |  |  |  |  |  |  |

F= A+B+C+D+E

1. Bidder substantiating evidence

# Technical Mandatory Requirement Evidence

## Bidder Certification / Affiliation Requirements

Attach a copy of a valid documentation (letter/certificate/license) as proof that the Bidder is accredited (OEM)/ an accredited Reseller/ Partner/ Distributor to supply the LAN switch and WIFI infrastructure. **Attach** **it here**

**NOTE (1)**

The valid letter clearly indicating the following information below:

(a) OEM/partner/reseller distributor name ; **and**

(b) The Bidder’s name; **and**

(c) The date it was issued; **and**

(d) if applicable, the expiry date

**NOTE (2):**

SITA reserves the right to verify information provided.

## Bidder Experience and Capability Requirements

Complete table below, noting that:

* 1. The Bidder must complete **table 13** by providing reference details from at least one (1) customer to whom the planned, designed, installed and configured LAN switch and WIFI infrastructure including maintenance and support was delivered to at least one (1) customer in the last five (5) years from the publication of this bid.
	2. Scope of work must be related.

**NOTE (1)**

The Bidder **must provide all** of the following information when completing **Table 13:**

1. Company name; and
2. Reference Person Name, Tel and / or email; and
3. Project Scope of Work; and
4. Project Start and End date,
5. Scope of work must be related

**NOTE (2):**

Failure to comply fully to the requirements as indicated below in **table 13** will result in disqualification.

**NOTE (3):**

SITA reserves the right to verify information provided.

**Note (4):**

No reference letters required.

Table 13: 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 planned, designed, Installed and Configured LAN Switch and WI-FI Infrastructure including maintenance and support was delivered> | Start Date:End Date: |

## Product/Service Requirements

The bidder must confirm that they comply with the Product/Service Requirements for the supply , installation and configuration of switch and wireless network infrastructure by providing substantiating evidence in the bid response in a form of a brochure/Hardware Specification of the product capabilities and **attach it here.**

**Note (1):**

**SITA reserves the right to verify information provided as Brochure/Hardware Specification of the product capabilities if they meet hardware requirements specification. Failure to comply with minimum technical specification will result in disqualification.**

**Note (2):**

**Failure to provide unique reference to locate substantiating evidence in the bid response in a form of a brochure/Hardware Specification of the proposed product capabilities will result in disqualification.**

## Special Conditions of Contract

The Bidder must accept ALL the Special Conditions of Contract by completing and signing the declaration of Acceptance in the Declaration of Compliance and Acceptance under the Special Conditions (Section 5.3.18).

**NOTE (1):**

**Failure to accept ALL the Special Conditions of Contract will result in disqualification.**

## Preference Points Preferential Goals Evidence

The Bidder **must**:

* + 1. **Preference Goal Requirements:**

Bidder to select the section for points they wish to claim (Mark as Y=Yes) in **table 12 in section 5.5**, dependant on which preference system the Bidder selects in line with **section 5.5; and**

Provide a copy of the following relevant evidence for the Preferential Goal points which the Bidder qualifies for as set out in **table 11** in **section 5.5** and **attach it here**:

* + 1. **Columns A, B, C and D in table 12**

Copy of relevant proof of the following to confirm the B-BBEE status of the contributor as defined in the Broad-Based Black Economic Empowerment Act:

* **B-BBEE certificate (from a SANAS Accredited Agency);**

**or**

* **Sworn affidavit in the format provided by CIPC - Applicable to EMEs and QSEs only;**

**and/ or**

* + 1. **Column D in table 12**

Copy of ***South African Identification Document (ID)***;

**and/ or**

* + 1. **Column E in table**

Copy of ***Medical Certificate*** ***clearly indicating the disability in line with the B-BBEE status claimed as defined in the Broad-Based Black Economic Empowerment Act***.

**Note:**

The CIPC (Companies and Intellectual Property Commission) registration documents will also be used as evidence to confirm compliance to the Preferential procurement requirements as part of the evaluation process.