**ANNEXURE 1 - BID SPECIFICATION**

|  |  |
| --- | --- |
| **RFQ No:** | RFB 2518/2021 |
| **Description** | PROCUREMENT OF CISCO EQUIPMENT AND SUPPORT FOR WESTERN CAPE GOVERNMENT FOR THE FOLLOWING SITES1. Alexandra Hospital, C/o Alexandra and Annex Roads, Maitland
2. Department of Tourism, 120 Plein street Building, Cape Town.
3. Department of Human Settlements, 120 Plein street Building Cape Town
4. Western Cape Government Department of the Premier, 9 Adderley street, Cape Town
 |
| **Publication date**  | 19 August 2022 |
| **Physical / Virtual Briefing Session**  | Not Applicable |
| **Closing Date for questions / queries** | **02 September 2022** |
| **Bid Response Submission Address**  | **Tender Office****459 Tsitsa Street, Erasmuskloof, Pretoria, 0105** |
| **RFx Closing Details and Time** | **Date: 16 September 2022** **Time: 11:00 am (South African Time)** |
| **RFx Validity Period** | 120 Days from the Closing Date  |

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1. INTRODUCTION

# PURPOSE AND BACKGROUND

## PURPOSE

The purpose of this Request for Bid (RFB) is the procurement of cisco equipment and support for Western Cape Government for a period of sixty (60) months for the following sites

1. Alexandra Hospital, C/o Alexandra and Annex Roads, Maitland
2. Department of Tourism, 120 Plein street Building, Cape Town
3. Department of Human Settlements, 120 Plein street Building Cape Town
4. Western Cape Government Department of the Premier, 9 Adderley street, Cape Town

NB: BIDDERS MUST QUOTE PER SITE AND SITA RESERVES THE RIGHT TO AWARD TO MULTIPLE BIDDERS (1 SITE PER BIDDER) OR AWARD ALL SITES TO ONE BIDDER BASED ON COST AND/OR URGENCY.

# SCOPE OF BID

## SCOPE OF WORK

The scope of this project includes the following:

* Supply of the LAN Equipment as per bill of materials
* CISCO support for the LAN Equipment as per bill of materials

## DELIVERY ADDRESES

|  |  |  |  |
| --- | --- | --- | --- |
| **No**  | **Address**  | **Installation and configuration included?** | **Warranty and support of 36/60 months included?** |
|  | Alexandra HospitalC/o Alexandra and Annex RoadsMaitland, 7405, Cape Town, Stores Department | No | Yes, 60 months |
| 1.
 | Department of Tourism120 Plein street BuildingCape Town | Yes | Yes, 36 months |
|  | Department of Human Settlements,120 Plein street Building Cape Town | Yes | Yes, 36 months |
|  | Western Cape Government Department of the Premier 9 Adderley streetCape Town | No | Yes, 60 months |

## CUSTOMER INFRASTRUCTURE AND ENVIRONMENT REQUIREMENTS

Not applicable

# REQUIREMENTS

## PRODUCT REQUIREMENTS

1. **Alexandra Hospital - Bill of Material is as below;**

| **Line Number** | **Part Number** | **Description** | **Service Duration (Months)** | **Qty** |
| --- | --- | --- | --- | --- |
| **Group Name: Core SW - incl PoE for VOIP phones** |  |  |
| **1.0** | **C9407R** | Cisco Catalyst 9400 Series 7 slot chassis | --- | 1 |
| 1.0.1 | CON-SSSNT-C9407R | SOLN SUPP 8X5XNBD Cisco Catalyst 9400 | 60 | 1 |
| 1.1 | C9400-PWR-BLANK | Cisco Catalyst 9400 Series Power Supply Blank Cover | --- | 6 |
| 1.2 | C9400-S-BLANK | Cisco Catalyst 9400 Series Slot Blank Cover | --- | 2 |
| 1.3 | C9400-NW-A | Cisco Catalyst 9400 Network Advantage License | --- | 2 |
| 1.4 | C9400-PWR-3200AC | Cisco Catalyst 9400 Series 3200W AC Power Supply | --- | 2 |
| 1.5 | CAB-SABS-C19-IND | SABS 164-1 to IEC-C19 India | --- | 2 |
| 1.6 | CAB-CON-C9K-RJ45 | Console Cable 6ft with RJ-45-to-RJ-45 | --- | 1 |
| 1.7 | C9400-DNA-A | Cisco Catalyst 9400 DNA Advantage Term License | --- | 1 |
| 1.7.0.1 | C9400-DNA-A-5Y | Cisco Catalyst 9400 DNA Advantage - 5 Year License | 60 | 1 |
| 1.7.0.2 | CON-SSTCM-C94A | SOLN SUPP SW SUBCisco Catalyst 9400 | 60 | 1 |
| 1.8 | PI-LFAS-T | Prime Infrastructure Lifecycle & Assurance Term - Smart Lic | --- | 2 |
| 1.8.0.1 | PI-LFAS-AP-T-5Y | PI Dev Lic for Lifecycle & Assurance Term 5Y | 60 | 2 |
| 1.9 | TE-EMBEDDED-T | Cisco ThousandEyes Enterprise Agent IBN Embedded | --- | 1 |
| 1.9.0.1 | TE-EMBEDDED-T-5Y | ThousandEyes - Enterprise Agents | 60 | 1 |
| 1.10 | C9400-SUP-1XL | Cisco Catalyst 9400 Series Supervisor 1XL Module | --- | 1 |
| 1.11 | C9400-SSD-240GB | Cisco Catalyst 9400 Series 240GB M2 SATA memory (Supervisor) | --- | 1 |
| 1.12 | C9400-SUP-1XL/2 | Cisco Catalyst 9400 Series Redundant Supervisor 1XL Module | --- | 1 |
| 1.13 | C9400-SSD-240GB | Cisco Catalyst 9400 Series 240GB M2 SATA memory (Supervisor) | --- | 1 |
| 1.14 | C9400-LC-24XS | Cisco Catalyst 9400 Series 24-Port 10 Gigabit Ethernet(SFP+) | --- | 1 |
| 1.15 | C9400-LC-48P | Cisco Catalyst 9400 Series 48-Port POE+ 10/100/1000 (RJ-45) | --- | 1 |
| 1.16 | C9400-LC-48P | Cisco Catalyst 9400 Series 48-Port POE+ 10/100/1000 (RJ-45) | --- | 1 |
| 1.17 | NETWORK-PNP-LIC | Network Plug-n-Play Connect for zero-touch device deployment | --- | 1 |
| 1.18 | S9400UK9-175 | Cisco Catalyst 9400 XE 17.5 UNIVERSAL | --- | 1 |
| **Group Name: 2x48port Switches Stacked - Nursing Admin** |  |  |
| **2.0** | **C9200L-48P-4X-E** | Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials | --- | 2 |
| 2.0.1 | CON-SSSNT-C9200L4X | SOLN SUPP 8X5XNBD Catalyst 9200L 48-port PoE+, 4 x 10G, Ne | 60 | 2 |
| 2.1 | C9200L-NW-E-48 | C9200L Network Essentials, 48-port license | --- | 2 |
| 2.2 | PWR-C5-1KWAC/2 | 1KW AC Config 5 Power Supply - Secondary Power Supply | --- | 2 |
| 2.3 | CAB-TA-IN | India AC Type A Power Cable | --- | 4 |
| 2.4 | CAB-CONSOLE-USB | Console Cable 6ft with USB Type A and mini-B | --- | 2 |
| 2.5 | C9200L-DNA-E-48 | C9200L Cisco DNA Essentials, 48-port Term license | --- | 2 |
| 2.5.0.1 | CON-SSTCM-C92LE48 | SOLN SUPP SW SUBC9200L Cisco DNA Ess | 60 | 2 |
| 2.5.0.2 | C9200L-DNA-E-48-5Y | C9200L Cisco DNA Essentials, 48-port, 5 Year Term license | 60 | 2 |
| 2.6 | NETWORK-PNP-LIC | Network Plug-n-Play Connect for zero-touch device deployment | --- | 2 |
| 2.7 | C9200L-STACK-KIT | Cisco Catalyst 9200L Stack Module | --- | 2 |
| 2.8 | C9200-STACK | Catalyst 9200 Stack Module | --- | 4 |
| 2.9 | STACK-T4-50CM | 50CM Type 4 Stacking Cable | --- | 2 |
| **Group Name: Access Switches** |  |  |
| **3.0** | **C9200L-48P-4X-E** | Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials | --- | 2 |
| 3.0.1 | CON-SSSNT-C9200L4X | SOLN SUPP 8X5XNBD Catalyst 9200L 48-port PoE+, 4 x 10G, Ne | 60 | 2 |
| 3.1 | C9200L-NW-E-48 | C9200L Network Essentials, 48-port license | --- | 2 |
| 3.2 | CAB-TA-IN | India AC Type A Power Cable | --- | 2 |
| 3.3 | CAB-CONSOLE-USB | Console Cable 6ft with USB Type A and mini-B | --- | 2 |
| 3.4 | PWR-C5-BLANK | Config 5 Power Supply Blank | --- | 2 |
| 3.5 | C9200-STACK-BLANK | Catalyst 9200 Blank Stack Module | --- | 4 |
| 3.6 | C9200L-DNA-E-48 | C9200L Cisco DNA Essentials, 48-port Term license | --- | 2 |
| 3.6.0.1 | C9200L-DNA-E-48-5Y | C9200L Cisco DNA Essentials, 48-port, 5 Year Term license | 60 | 2 |
| 3.6.0.2 | CON-SSTCM-C92LE48 | SOLN SUPP SW SUBC9200L Cisco DNA Ess | 60 | 2 |
| 3.7 | NETWORK-PNP-LIC | Network Plug-n-Play Connect for zero-touch device deployment | --- | 2 |
| **4.0** | **C9200L-24P-4X-E** | Catalyst 9200L 24-port PoE+, 4 x 10G, Network Essentials | --- | 12 |
| 4.0.1 | CON-SSSNT-C920024X | SOLN SUPP 8X5XNBD Catalyst 9200L 24-port PoE+, 4 x 10G, Ne | 60 | 12 |
| 4.1 | C9200L-NW-E-24 | C9200L Network Essentials, 24-port license | --- | 12 |
| 4.2 | CAB-TA-IN | India AC Type A Power Cable | --- | 12 |
| 4.3 | CAB-CONSOLE-USB | Console Cable 6ft with USB Type A and mini-B | --- | 12 |
| 4.4 | PWR-C5-BLANK | Config 5 Power Supply Blank | --- | 12 |
| 4.5 | C9200-STACK-BLANK | Catalyst 9200 Blank Stack Module | --- | 24 |
| 4.6 | C9200L-DNA-E-24 | C9200L Cisco DNA Essentials, 24-port Term license | --- | 12 |
| 4.6.0.1 | C9200L-DNA-E-24-5Y | C9200L Cisco DNA Essentials, 24-port, 5 Year Term license | 60 | 12 |
| 4.6.0.2 | CON-SSTCM-C92LE24 | SOLN SUPP SW SUBC9200L Cisco DNA Ess | 60 | 12 |
| 4.7 | NETWORK-PNP-LIC | Network Plug-n-Play Connect for zero-touch device deployment | --- | 12 |
| **Group Name: Uplink Optics** |  |  |
| **5.0** | **SFP-10G-SR-S=** | 10GBASE-SR SFP Module, Enterprise-Class | --- | 32 |
|   |   |   |   |   |

1. **Western Cape Government Department of the Premier, 9 Adderley street, Cape Town**
2. **Department of Tourism and Department of Human Settlements**
3. Supply, install and configure Cisco LAN equipment as required in specification;
	1. **Access switches**
	* 24 ports layer 3 switches supporting 10/100/1000 Mbps UTP and a minimum of 2 fibre uplink ports that can support both 1 Gbps / 10Gbp inclusive of SFP modules
	* Switches must be Power over Ethernet (PoE), and comply with IEEE 802.af, 802.at, 802.bt (type 3), 802.bt (type 4) standards.
	* Switches to be manageable and be configured with customer approved configurations.
	* Must come with a warranty and maintenance (hardware and software) from the Original Equipment Manufacturer (OEM) for a period of three (3) years.
	* IOS be standardized per installation.
	1. **Wireless LAN components**
* The Wireless System must comply with the IEEE 802.11 ac, 802.11 ax, 802.11n, 802.11g, 802.11b and 802.11a standards for wireless Ethernet networks.
* WAPs must obtain their power using the IEEE 802.af, 802.at, 802.bt (type 3), 802.bt (type 4) Power over Ethernet (PoE) standard.
* Provide for managed WLAN (Security, multi-tenant AP Controller, Authentication services, Radius servers, and usage reporting platforms).
* WLAN AP’s must be able to accommodate multiple SSIDs including but not limited to Corporate, guest and public.
1. Supply, install and configure Cisco LAN equipment according to client standards which will be provided and inclusive of the following;
	1. Naming Convention
	2. Security Configuration
	3. Protocol Configuration
	4. VLAN Configuration
2. Provide design, testing and commissioning handover documentation in respect of the following;
	1. VLANS and configurations,
	2. Description of devices, and exact locations of each network device
	3. The service provider shall submit audit form and serial numbers of installed equipment
3. Installation sign-off shall be certified by authorized service provider, SITA and Customer representatives.
4. Provide call logging procedures for reporting Warranty and Support related issues

Service providers and their subcontractors must have the necessary security clearance as required by government departments.

# 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 | Local content evaluation | NO |
| Stage 3 | Technical Mandatory requirement evaluation | YES |
| Stage 4 | Special Conditions of Contract verification | YES |
| Stage 5  | Price / B-BBEE evaluation | YES |

* 1. ADMINISTRATIVE PRE-QUALIFICATION

# ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

## 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 –
	1. Reject the bid and not evaluate it, or
	2. 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.

## ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

1. **Submission of bid response**: The bidder has submitted a bid response documentation pack –
	1. that was delivered at the correct physical or postal address and within the stipulated date and time as specified in the “Invitation to Bid” cover page, and;
	2. in the correct format as one original document, one copy and two copies on memory stick / USB.
2. **Attendance of briefing session**: No briefing session
3. **Registered Supplier.** The bidder is, in terms of National Treasury Instruction Note 4A of 2016/17, registered as a Supplier on National Treasury Central Supplier Database (CSD).

# TECHNICAL MANDATORY

## INSTRUCTION AND EVALUATION CRITERIA

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

## 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**
2. The bidder must supply proof of being a Registered Networking Installer of the OEM products as part of their response, and is accredited to provide services to Government. SITA reserves the right to audit the certification with the OEM.
 | Attach to ANNEX B Attach signed OEM Letter/certificate/membership card, confirming that the bidder is certified by the OEM and has the skills and capacity to deliver all services specified under this RFB scope of work.**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> |
| 1. **PRODUCT / SERVICE FUNCTIONAL REQUIREMENT**

**The bidder must confirm compliance to the functional Product / Service Functional requirements for the Installation and functioning of the access control system.** | The bidder must confirm that they comply with the Product / Service Functional Requirements by completing Annex C: Addendum 1. | <provide unique reference to locate substantiating evidence in the bid response – see Annex C: Addendum 1> |

## DECLARATION OF COMPLIANCE

|  | **Comply** | **Not Comply** |
| --- | --- | --- |
| The bidder declares by **indicating with an “X”** in either the “COMPLY” or “NOT COMPLY” column that –* 1. The bid complies with each and every TECHNICAL MANDATORY REQUIREMENT as specified in SECTION 6.2 above; AND
	2. Each and every requirement specification is substantiated by evidence as proof of compliance.
 |  |  |

# TECHNICAL FUNCTIONALITY EVALUATION REQUIREMENTS

NOT APPLICABLE FOR THIS BID

# PRESENTATION/DEMONSTRATION /POC (select applicable)

NOT APPLICABLE FOR THIS BID

* 1. SPECIAL CONDITIONS OF CONTRACT (SCC)

# SPECIAL CONDITIONS OF CONTRACT

##  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 –
	1. Negotiate the conditions, or
	2. Automatically disqualify a bidder for not accepting these conditions.
	3. Award to multiple bidders.
3. In the event that the bidder qualifies the proposal with own conditions, and does not specifically withdraw such own conditions when called upon to do so, SITA will invoke the rights reserved in accordance with subsection 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” and the bid will be disqualified.

## SPECIAL CONDITIONS OF CONTRACT

1. **CONTRACTING CONDITIONS**
	1. **Formal Contract. The Supplier must enter into a formal written Contract (Agreement) with SITA internal**
	2. **Right of Award.** SITA reserves the right to award the contract for required goods or services to multiple Suppliers.
	3. **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 at as indicated in Section 2.2, Delivery Address
3. **SCOPE OF WORK**

The scope of this project includes the following:

* Supply of the LAN Equipment as per bill of materials
* CISCO support for the LAN Equipment as per bill of materials
1. **SERVICES AND PERFORMANCE METRICS**

**(a) Installation - The Supplier is responsible to provide the services as specified in the detailed pricing schedule / costing sheet / maintenance options.**

**(b) On Site Reactive Maintenance – The vendor to provide onsite reactive maintenance as per the pricing schedule (Annexure A1)**

**(c) On Site Warrantee - The vendor to provide onsite warrantee as per the pricing schedule (Annexure A1)**

1. **SUPPLIER PERFORMANCE REPORTING**
	1. **The Supplier will report on a 2-weekly basis to SITA/Client during the design, installation and implementation phase of the project; weekly written reports are to be presented to the SITA/Client on the progress of the preceding week until installation process has been completed.**
	2. **Monthly meetings to be scheduled between SITA/Vendor and service provider and also ADHOC meetings from both sides.**
	3. **Maintenance Report - The Supplier is required to generate regular reports as outputs during the maintenance and support cycle within the following service levels (the report type will drive the service level agreement; definition of the content of each report type will be finalised at the time of concluding the contracted service level agreement)**
2. **PERSONNEL SECURITY CLEARANCE**
	1. **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).**
	2. **The Supplier must ensure that the security clearances of all personnel involved in the Contract remains valid for the period of the contract.**
	3. **As an interim, an oath of secrecy must be signed by the technician /resources on condition that proof is supplied that the submission is made for a security clearance of confidential.**
	4. **The Supplier must provide proof of security vetting.**
3. **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.
4. **GUARANTEE AND WARRANTIES****.** The Supplier warrants that:
	1. The warranty of goods supplied under this contract remains valid for sixty (60) 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;
	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;
	4. 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;
	5. the Products is maintained during its Warranty Period at no expense to SITA;
	6. the Product possesses all material functions and features required for SITA’s Operational Requirements;
	7. the Product remains connected or Service is continued during the term of the Contract;
	8. 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;
	9. 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;
	10. 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;
	11. any Product sold to SITA after the Commencement Date of the Contract remains free from any lien, pledge, encumbrance or security interest;
	12. 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;
	13. the information disclosed to SITA does not contain any trade secrets of any third party, unless disclosure is permitted by such third party;
	14. 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;
	15. it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into the Contract;
	16. 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
	17. any misrepresentation by the Supplier amounts to a breach of Contract.
5. **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 safety file.
6. **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.

## DECLARATION OF COMPLIANCE

|  | **ACCEPT ALL** | **DO NOT ACCEPT ALL** |
| --- | --- | --- |
| 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
2. The bidder declares to NOT ACCEPT ALL the Special Conditions of Contract as specified in section 9.2 above by -
	1. Indicating with an “X” in the “DO NOT ACCEPT ALL” column, and;
	2. Provide reason and proposal for each of the conditions that is not accepted.
 |  |  |
| **Comments by bidder:**Provide reason and proposal for each of the conditions not accepted as per the format:Condition Reference:Reason:Proposal: |

* 1. COSTING AND PRICING

# COSTING AND PRICING

## COSTING AND PRICING EVALUATION

1. In terms of Preferential Procurement Policy Framework Act (PPPFA), 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 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 –
	1. 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
	2. 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 10.4 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.

## 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**
	1. All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
	2. The cost of delivery, labour, S&T, overtime, etc. must be included in this bid.
	3. All additional costs must be clearly specified.

1. **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 16,7221  |
| 1 Euro |  R 16,9980  |
| 1 Pound (UK) |  R 20,1334  |

## BID PRICING SCHEDULE

Note: Bidders will complete the bid pricing schedule in the Excel spreadsheet format provided and include this as part of the hard copy submission documents and on the memory stick/USB to be submitted Refer to section 5.2(d).

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

## DECLARATION OF ACCEPTANCE

|  | **ACCEPT ALL** | **DO NOT ACCEPT ALL** |
| --- | --- | --- |
| 1. The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in section 10.2 above by indicating with an “X” in the “ACCEPT ALL” column, or
2. The bidder declares to NOT ACCEPT ALL the Costing and Pricing Conditions as specified in section 10.2 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. |

* 1. Terms and definitions

# ABBREVIATIONS

PPPFA Preferential Procurement Policy Framework Act

ICT Information and Communication Technology

1. BIDDER SUBSTANTIATING EVIDENCE

#  MANDATORY REQUIREMENT EVIDENCE

## ****BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS****

Attach signed OEM Letter, confirming that the bidder is certified by the OEM and has the skills and capacity to deliver all services specified under this RFB scope of work here.

# ANNEX C: ADDENDUM 1

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

|  |  |
| --- | --- |
| 1. PRODUCT UNCTIONAL REQUIREMENT:
 | * 1. Supply of the LAN Equipment as per bill of materials
 |
| * 1. CISCO support for the LAN Equipment as per bill of materials
 |

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: