

# Annexure 1: Bid Specification:

| RFB No:                              | RFB 2865/2024   |
|--------------------------------------|---|
| Description                          | The replacement of the customer premises edge (CPE) routersat at SITA offices for a period of sixty (60) months                             |
| Online Briefing Session              | 29 April 2024   |
| Closing Date for questions / queries | 06 May 2024   |
| Bid Response Submission Address      | Date: 15 May 2024<br>Time: 11:00 (South African Time)<br>Address: Tender Office<br>459 Tsitsa Street,<br>Erasmuskloof,<br>Pretoria,<br>0105 |
| RFB Closing Details and Time         | Date: 15 May 2024<br>Time: 11:00 (South African Time)   |
| RFB Validity Period                  | 200 Days from the Closing Date  |

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## 1. Introduction

This Annexure must always be read in conjunction with the main bid document (Invitation to Bid) and the completed Bid Specification MUST be submitted together with the main bid document.

## 2. Scope of Bid

## 2.1 Scope of Work

The scope of work for the bidders is as follow:

- (a) Supply, install and configure 13 routers
- (b) Maintenance and support for a period of sixty (60) months.

### 2.2 Delivery address

The address where the required goods / services / works must be delivered is Appel Turn Street, SITA Building, Centurion

## 3. Requirements

## 3.1 Product / Service / Solution Requirements

| Building  | Town        | Province      | Router Type   |
|---|-------------|---------------|---|
| Group39: Army Base                                | Queenstown  | Eastern Cape  | Minimum throughput of 100<br>Mbps, 5 GE (Minimum 3 WAN<br>GE and Minimum 2 LAN GE), 1<br>GB Flash Memory, 1 GB DRAM |
| Bhisho  | Bhisho      | Eastern Cape  | Minimum throughput of 100<br>Mbps, 5 GE (Minimum 3 WAN<br>GE and Minimum 2 LAN GE), 1<br>GB Flash Memory, 1 GB DRAM |
| Patterson St 61                                   | Newcastle   | KwaZulu Natal | Minimum throughput of 100<br>Mbps, 5 GE (Minimum 3 WAN<br>GE and Minimum 2 LAN GE), 1<br>GB Flash Memory, 1 GB DRAM |
| SABC Building                                     | Mmabatho    | North West    | Minimum throughput of 100<br>Mbps, 5 GE (Minimum 3 WAN<br>GE and Minimum 2 LAN GE), 1<br>GB Flash Memory, 1 GB DRAM |
| Monridge Office Park                              | Kimberly    | Northern Cape | Minimum throughput of 100<br>Mbps, 5 GE (Minimum 3 WAN<br>GE and Minimum 2 LAN GE), 1<br>GB Flash Memory, 1 GB DRAM |
| Beacon Bay Crossing, C/O<br>N2 And Bonza Bay Road | East London | Eastern Cape  | Minimum throughput of 100<br>Mbps, 5 GE (Minimum 3 WAN<br>GE and Minimum 2 LAN GE), 1<br>GB Flash Memory, 1 GB DRAM |
| 16 Bateleur                                       | Nelspruit   | Mpumalanga    | Minimum throughput of 100<br>Mbps, 5 GE (Minimum 3 WAN<br>GE and Minimum 2 LAN GE), 1<br>GB Flash Memory, 1 GB DRAM |

| Middelburg      | Middelburg    | Mpumalanga   | Minimum throughput of 100<br>Mbps, 5 GE (Minimum 3 WAN<br>GE and Minimum 2 LAN GE), 1<br>GB Flash Memory, 1 GB DRAM  |
|-----------------|---------------|--------------|--|
| Erasmuskloof x2 | Pretoria      | Gauteng      | Minimum throughput of 1Gig<br>Mbps, 5 GE (Minimum 4 WAN<br>GE and Minimum 4 LAN GE), 1<br>GB Flash Memory, 1 GB DRAM |
| Potchefstroom   | Potchefstroom | North West   | Minimum throughput of 100<br>Mbps, 5 GE (Minimum 3 WAN<br>GE and Minimum 2 LAN GE), 1<br>GB Flash Memory, 1 GB DRAM  |
| Rustenburg      | Rustenburg    | North West   | Minimum throughput of 100<br>Mbps, 5 GE (Minimum 3 WAN<br>GE and Minimum 2 LAN GE), 1<br>GB Flash Memory, 1 GB DRAM  |
| Umthatha        | Umthatha      | Eastern Cape | Minimum throughput of 100<br>Mbps, 5 GE (Minimum 3 WAN<br>GE and Minimum 2 LAN GE), 1<br>GB Flash Memory, 1 GB DRAM  |

## 4. Bid Evaluation Stages

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

#### Table 1: Bid Evaluation Stages

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

### 4.1 Administrative responsiveness (Stage 1)

#### 4.1.1 Attendance of briefing session

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

#### 4.1.2 Registered Supplier

- (a) Only responses from bidders who are registered as a Supplier on National Treasury's Central Supplier Database (CSD) in terms of National Treasury's Instruction Note 4A of 2016/17 will be considered for award on this RFB.
- (b) In the case of joint ventures or consortiums the bidder must demonstrate that at least one of the parties to the bid response attended the briefing session.

### 4.2 Technical returnable documents

#### 4.2.1 Instruction and evaluation criteria

(a) The bidder must comply with ALL the requirements as per the Technical Mandatory Requirements below by providing substantiating evidence in the form of documentation or information, failing which it will be regarded as "NOT COMPLY".

- (b) The bidder must provide a unique reference number (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response.
- (c) The bidder must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS in order for the bid response to proceed to the next stage of the evaluation.

#### 4.2.2 Technical mandatory requirements (Stage 2)

#### Table 2: Technical Mandatory Requirements

| Mandatory Requirements  | Substantiating evidence of compliance   | Evidence reference (to be  |
|---|---|--|
|   | (used to evaluate bid)  | completed by bidder)   |
| 1. Bidder Certification/ Affiliation Re   | equirements   |  |
| The bidder must be an accredited<br>OEM/OSM partner to supply<br>support routers.   | Attach to Annex B valid documentation<br>(certificate/letter/license) from the<br>OEM/OSM as proof that the bidder is an<br>accredited partner to supply routers.   | <pre><pre><pre><pre><pre><pre><pre>to locate substantiating evidence in the bid response – see Annex A 5.3</pre></pre></pre></pre></pre></pre></pre> |
| 2. Bidder Experience and Capability   | <b>Note:</b> SITA reserves the right to verify the information provided   |  |
| 2. Didder Experience and Capability   | Nequilements  |  |
| The bidder must have supplied,<br>installed, maintained and<br>supported routers to at least one<br>(1) customers in the last five (5)<br>years | The Bidder <b>must</b> provide <u>all</u> of the following reference details from at least one (1) customer to whom routers were supplied, installed, maintained and supported were delivered in the last five (5) years. | <provide reference<br="" unique="">to locate substantiating<br/>evidence in the bid<br/>response – see Annex A,<br/>5.2, table 6.</provide>          |
|   | <ul><li>(a) Company name; and</li><li>(b) Reference Person Name, Tel and/or email; and</li></ul>  |  |
|   | (c) Project Scope of Work; and  |  |
|   | (d) Project Start and End-date.   |  |
|   | Note (1):<br>SITA reserves the right to verify<br>information provided.<br>Note (2):<br>Failure to complete Table 6 fully as<br>indicated above will result in<br>disqualification.                                       |  |

| Mandatory Requirements                              | Substantiating evidence of compliance  | Evidence reference (to be   |
|---|--|---|
|   | (used to evaluate bid)   | completed by bidder)  |
| 3. Technical Mandatory, Functiona                   | l and Scope Requirement  |   |
| The bidder must confirm compliance to the Technical | The bidder must confirm that they comply with the Technical Mandatory,   | <provide locate="" reference="" substantiating<="" td="" to="" unique=""></provide> |
| Mandatory, Functional and Scope requirements.       | Functional and Scope Requirements by<br>completing ANNEX B: Addendum 1<br>NOTE: SITA reserves the right to verify<br>information provided. | evidence in the bid<br>response – see Annex A,<br>par 5.3, Annex B,<br>Addendum 1   |
|   |  |   |

## 4.3 Special Conditions of Contract Verification (Stage 5)

- (a) The successful supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the successful Supplier. However, SITA reserves the right to include or waive the condition in the signed contract.
- (b) SITA reserves the right to:
  - (i) Negotiate the conditions; or
  - (ii) Automatically disqualify a bidder for not accepting these conditions; or
  - (iii) Award to multiple bidders
- (c) In the event that the bidder qualifies the proposal with own conditions and does not specifically withdraw such own conditions when called upon to do so, SITA will invoke the rights reserved in accordance with subsection 4.3. (b) above.

#### 4.3.1 Special Conditions of Contract

#### 1. Contracting Conditions

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

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

| SBS | Service Element          | Service Level   |
|-----|--------------------------|---|
| 1.  | Call Centre/Service Desk | 24h x 7days x 52weeks (24 x 7-hour window)  |
| 2.  | Mean Time to Respond     | 15 minutes.   |
| 3.  | Incident Feedback        | Every 30 minutes.   |
| 4.  | Incident restore         | 4 hours   |
| 5.  | Service Availability     | 99.99% availability for Bosman and Visagie.   |
| 6.  | Root Cause Analysis      | Supplier must provide RCA report within 2 business days after the incident closure. |

#### 3. Services and Performance Metrics

#### 4. Certification, Expertise and Qualification

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

#### 5. Logistical Conditions

#### (a) Hours of Work

- (i) Office hours are defined as business working hours of the customer and is Mondays to Fridays between 07:30 and 16:00
- (ii) After hours of the customer during week days are from 16:00 to 07:30
- (iii) All mission critical sites will be managed on a 24 x 7 x 365 basis

#### (b) Tools of Trade

(i) The bidder is expected to use its own resources (cell phone, laptops etc) to communicate with its own offices or outside of the SITA/Client buildings, including all tools and equipment to render the services effectively.

#### 6. Personnel Security Clearance

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

discretion of SITA. The supplier will have to replace any employee who do not qualify for a security clearance or is found not suitable by the SSA or DI. The following documentation will be required for the security clearance process:

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

#### 7. Confidentiality and non -disclosure conditions

- (a) The Supplier, including its management and staff, must before commencement of the Contract, sign a non-disclosure agreement regarding Confidential Information
- (b) Confidential Information means any information or data, irrespective of the form or medium in which it may be stored, which is not in the public domain and which becomes available or accessible to a Party as a consequence of this Contract, including information or data which is prohibited from disclosure by virtue of:
  - (i) the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);
  - (ii) being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Contract;
  - 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 nondisclosing 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, knowhow 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.

#### 8. Guarantee and warranties

- (a) The supplier confirms that:
  - (i) The warranty of goods supplied under this contract remains valid for the duration of the contract after the goods were delivered, installed and commissioned with a sign off, including the clients signature
  - (ii) as at Commencement Date, it has the rights, title and interest in and to the Product or Services to deliver such Product or Services in terms of the Contract and that such rights are free from any encumbrances whatsoever;
  - (iii) the Product is in good working order, free from Defects in material and workmanship, and substantially conforms to the Specifications, for the duration of the Warranty period.

#### 9. Intellectual Property Rights

- (a) SITA retains all Intellectual Property Rights in and to SITA's Intellectual Property. As of the Effective Date, the Supplier is granted a non-exclusive license, for the continued duration of this Contract, to perform any lawful act including the right to use, copy, maintain, modify, enhance and create derivative works of SITA's Intellectual Property for the sole purpose of providing the Products or Services to SITA pursuant to this Contract; provided that the Supplier must not be permitted to use SITA's Intellectual Property for the benefit of any entities other than SITA without the written consent of SITA, which consent may be withheld in SITA's sole and absolute discretion. Except as otherwise requested or approved by SITA, which approval is in SITA's sole and absolute discretion, the Supplier must cease all use of SITA's Intellectual Property, at of the earliest of:
  - (i) termination or expiration date of this Contract;
  - (ii) the date of completion of the Services; and
  - (iii) the date of rendering of the last of the Deliverables
- (b) If so required by SITA, the Supplier must certify in writing to SITA that it has either returned all SITA Intellectual Property to SITA or destroyed or deleted all other SITA Intellectual Property in its possession or under its control
- (c) SITA, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.
- (d) Save for the license granted in terms of this Contract, the Supplier retains all Intellectual Property Rights in and to the Supplier's pre-existing Intellectual Property that is used or supplied in connection with the Products or Services

(e) Provide SITA with the compliant Occupational Health and Safety File (required on site for period of installation and proof of compliance).

#### 10. Counter Conditions

(a) 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.

#### 11. Fronting

- (a) The SITA supports the spirit of Broad Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the SITA will not condone any form of fronting.
- (b) The SITA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies SITA may have against the bidder/contractor concerned.

#### 12. Supplier Due Diligence

(a) 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.

#### 13. Preference Goal Requirements conditions

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

#### 4.3.2 Declaration of compliance and acceptance SCC

I (we), the bidder hereby declare that I (we) accept ALL the Special Conditions of Contract as specified in par 4.3.1 above and shall comply with all stated obligations:

| Name of Bidder: | Signature: |
|-----------------|------------|
|                 |            |

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

## 4.4 Price and Preference Points Evaluation (Stage 6)

#### 4.4.1. Costing and Preference Evaluation

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

#### Table 3: Points allocation

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

#### 4.4.2.Costing and Pricing Conditions

#### (1) South African Pricing –

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

#### (2) Total Price

- (i) All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
- (ii) All additional costs as well as cost of delivery, labour, S&T, overtime, etc. must be included in this bid.
- (iii) All services, accessories, upgrades and options required by the solution or specified by the client must be included in the quoted price. If not included, suppliers will be required to supply these accessories at no cost to the client.
- (iv) <u>SITA reserves the right to negotiate pricing with the successful bidder prior to the award as well</u> <u>as envisaged quantities</u>

- 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 4.5** below by marking with an "X" either "ACCEPT ALL", or "DO NOT ACCEPT ALL", failing which the declaration will be regarded as "DO NOT ACCEPT ALL" and the bid will be disqualified.

#### (3) Rate of Exchange Pricing Information

Provide the TOTAL BID PRICE for the duration of Contract and clearly indicate the Local Price and Foreign Price, where –

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

#### (4) Bid Exchange Rate Conditions

The bidders must use the exchange rate provided below to enable SITA to compare the prices provided by using the same exchange rate:

| Foreign currency | South African Rand (ZAR) exchange rate |
|------------------|--|
| 1 US Dollar      | 18.52                                  |
| 1 Euro           | 19,57                                  |
| 1 Pound          | 22,51                                  |

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

#### (5) Bid Pricing Schedule

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

#### 4.5 Declaration of Acceptance

|    |  | ACCEPT ALL | DO NOT<br>ACCEPT ALL |
|----|--|------------|----------------------|
| 1. | The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in <b>par 4.4.2</b> above by indicating with an "X" in the "ACCEPT ALL" column, or |            |                      |
| 2. | The bidder declares to NOT ACCEPT ALL the Costing and Pricing Conditions as specified in <b>par 4.4.2</b> above by -   |            |                      |
|    | <ul> <li>Indicating with an "X" in the "DO NOT ACCEPT ALL"<br/>column, and;</li> </ul>   |            |                      |

|     |  | ACCEPT ALL | DO NOT<br>ACCEPT ALL |
|-----|--|------------|----------------------|
| (b) | Provide reason and proposal for each of the condition not accepted.          |            |                      |
|     | ts by bidder:<br>ne condition reference, the reasons for not accepting the o | condition. |                      |

## 4.6 Preference Requirements

- (1) The bidder must complete in full all the PREFERENCE requirements.
- (2) Allocation of points per requirements: The points allocation of bidders' responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence.
- (3) Points will be allocated for each **PREFERENCE requirement** as per the criteria set in each section in the **table 7** 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 B.
- (5) **Preference Goal Requirements:** 
  - (a) The applicable Preference Point system for this tender and points claimed is 80/20.
  - (b) The specific Preferential Goal Requirements for this tender is indicated in **table 4** below.
  - (c) The Bidder must complete 80/20 preference point system and submit proof or documentation required in terms of this tender.
  - (d) The Bidder **must indicate their commitment** to claim points for each of the preference points by signing at par 4.5 in the Invitation to Bid document.
  - (e) Failure on the part of a bidder to submit proof or documentation required or to comply to paragraph (d) above in terms of this tender to claim preference points for the Preference Goal Requirements for this tender, will be interpreted to mean that preference points are not claimed.
  - (f) The Bidder's commitment for the Preference Goal Requirements in this tender will be legally binding and the Bidder needs to perform against their commitment for the duration of the contract which will form part of the Contractual Agreement.
  - (g) The Bidder **must sustain, or improve** the company's BBBEE Level for the duration of the contact which will form part of the Contractual Agreement.
  - (h) Performance of Preference Goal Requirements will be determined annually. Bidders must submit their Preference status report to SITA indicating progress against the Bidder's Preferential commitments within 30 days after each quarter from the commencement date of the contract.
  - (i) Bidders need to keep auditable substantive records / evidence and upon request by SITA must be made available for audit and, or due diligence purposes.

- (j) SITA reserves the right to require from a Bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim with regards to preferences, in any manner required by SITA.
- (k) SITA reserves the right to verify information / evidence provided by the Bidder.
- (I) SITA reserves the right to introduce a penalty of 1% of the overall annual year spent by SITA for the prior year if the Bidder fails to comply to paragraphs (f), (g) and (h) above.

| Preference Goal<br>Requirement # | Preferential Goal<br>Requirements<br>allocated for this<br>tender                        | Preferential Goal Requirements<br>(Specific Goals)<br>Substantiating evidence and evidence<br>reference to be completed by bidder.<br>Evaluation per requirement: Each<br>requirement indicated in the table below<br>must be completed and points will be<br>allocated based on the evidence<br>required below: | Evidence reference  |  |
|----------------------------------|--|--|---|--|
|                                  | B-BBEE Requirements  |  |   |  |
| 1)                               | <b>B-BBEE</b><br><b>Requirements:</b><br>Promotion of<br>Transformational<br>Objectives. | Evidence:<br>The Bidder must provide a copy of<br>relevant evidence for the Preferential<br>Goal points which the Bidder qualifies<br>for.<br>Points allocation:<br>Points will be allocated for bidders that<br>meets the requirements as indicated in<br>either table 5 in section 4.6.                        | <pre><provide -="" 5.4="" a,="" annex="" bid="" evidence="" in="" locate="" reference="" response="" section="" substantiating="" the="" to="" unique=""></provide></pre> |  |

#### Table 4: Preference Goal Requirements

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

Total Maximum Score Allocation: 20

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

## Annex A: Bidder substantiating evidence

## 5. Technical Mandatory Requirement Evidence

## 5.1 Bidder Certification / Affiliation Requirements

Attach to Annex B valid documentation (certificate/letter/license) from the OEM/OSM as proof that the bidder is an accredited partner to supply routers.

#### NOTE (1):

SITA reserves the right to verify information provided.

## 5.2 Bidder Experience and Capability Requirements

- (a) Complete table below, noting that: The Bidder must provide <u>all</u> of the following reference details from at least one (1) customer to whom routers were supplied, installed, maintained and supported were delivered in the last five (5) years.
- (i) Company name; **and**
- (ii) Reference Person Name, Tel and/or email; and
- (iii) Project Scope of Work; **and**
- (iv) Project Start and End-date.

#### Table 6: References

| No | Company<br>Name                   | Reference Person<br>Name, Tel and/or<br>email                 | Project Scope of Work  | Project start<br>and end date |
|----|-----------------------------------|---|--|-------------------------------|
| 1  | <company<br>name&gt;</company<br> | <person name=""><br/><tel><br/><email></email></tel></person> | < Provide scope details of a project<br>from a customer to whom routers<br>were supplied, installed,<br>maintained and supported were<br>delivered > |                               |

NOTE (1):

SITA reserves the right to verify information provided.

#### Note (2):

Failure to complete Table 6 <u>fully</u> as indicated above will result in disqualification.

### 5.3 Technical Mandatory, Functional and Scope Requirements

The bidder must confirm that they comply with the Technical Mandatory, Functional and Scope Requirements by completing ANNEX B: Addendum1 and attach it here.

#### Note (1):

Failing to comply with all the aspect of this section will result in disqualification.

#### Note (2):

SITA reserves the right to verify the information provided.

## 5.4 Preference Points Preferential Goals Evidence

#### The Bidder **must**:

#### (a) **PREFERENTIAL GOAL REQUIREMENTS**

Bidder must complete the **80/20** preference point system and submit proof or documentation required in terms of this tender to claim preference points for the **Preference Goal Requirements** and attach it here:

#### (i) Preference Goal Requirements: (80/20 system)

• Bidder to select the section for points they wish to claim (Mark as Y=Yes) in the **tables 5** in section **4.6**;

and

- The Bidder must provide a copy of relevant evidence for the Preferential Goal points which the Bidder qualifies for as set out in **table 5 in section 4.6** and **attach it here**. **and**,
- (b) Indicate their **commitment** to claim points for each of the preference points **by signing at par 4.5** in the Invitation to Bid document.

#### NOTE (1):

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

# Annex B: Addendum 1

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

| Building  | Town          | Province      | Router Type  |
|---|---------------|---------------|--|
| Group39: Army Base                                | Queenstown    | Eastern Cape  | Minimum throughput of 100<br>Mbps, 5 GE (Minimum 3 WAN<br>GE and Minimum 2 LAN GE), 1<br>GB Flash Memory, 1 GB DRAM  |
| Bhisho  | Bhisho        | Eastern Cape  | Minimum throughput of 100<br>Mbps, 5 GE (Minimum 3 WAN<br>GE and Minimum 2 LAN GE), 1<br>GB Flash Memory, 1 GB DRAM  |
| Patterson St 61                                   | Newcastle     | KwaZulu Natal | Minimum throughput of 100<br>Mbps, 5 GE (Minimum 3 WAN<br>GE and Minimum 2 LAN GE), 1<br>GB Flash Memory, 1 GB DRAM  |
| SABC Building                                     | Mmabatho      | North West    | Minimum throughput of 100<br>Mbps, 5 GE (Minimum 3 WAN<br>GE and Minimum 2 LAN GE), 1<br>GB Flash Memory, 1 GB DRAM  |
| Monridge Office Park                              | Kimberly      | Northern Cape | Minimum throughput of 100<br>Mbps, 5 GE (Minimum 3 WAN<br>GE and Minimum 2 LAN GE), 1<br>GB Flash Memory, 1 GB DRAM  |
| Beacon Bay Crossing, C/O N2 And<br>Bonza Bay Road | East London   | Eastern Cape  | Minimum throughput of 100<br>Mbps, 5 GE (Minimum 3 WAN<br>GE and Minimum 2 LAN GE), 1<br>GB Flash Memory, 1 GB DRAM  |
| 16 Bateleur                                       | Nelspruit     | Mpumalanga    | Minimum throughput of 100<br>Mbps, 5 GE (Minimum 3 WAN<br>GE and Minimum 2 LAN GE), 1<br>GB Flash Memory, 1 GB DRAM  |
| Middelburg  | Middelburg    | Mpumalanga    | Minimum throughput of 100<br>Mbps, 5 GE (Minimum 3 WAN<br>GE and Minimum 2 LAN GE), 1<br>GB Flash Memory, 1 GB DRAM  |
| Erasmuskloof x2                                   | Pretoria      | Gauteng       | Minimum throughput of 1Gig<br>Mbps, 5 GE (Minimum 4 WAN<br>GE and Minimum 4 LAN GE), 1<br>GB Flash Memory, 1 GB DRAM |
| Potchefstroom                                     | Potchefstroom | North West    | Minimum throughput of 100<br>Mbps, 5 GE (Minimum 3 WAN<br>GE and Minimum 2 LAN GE), 1<br>GB Flash Memory, 1 GB DRAM  |
| Rustenburg  | Rustenburg    | North West    | Minimum throughput of 100<br>Mbps, 5 GE (Minimum 3 WAN<br>GE and Minimum 2 LAN GE), 1<br>GB Flash Memory, 1 GB DRAM  |
| Umthatha  | Umthatha      | Eastern Cape  | Minimum throughput of 100<br>Mbps, 5 GE (Minimum 3 WAN   |

|  | GE and Minimum 2 LAN GE), 1 |
|--|-----------------------------|
|  | GB Flash Memory, 1 GB DRAM  |

Thus done and signed at ......20....

.....

Signature

Designation: