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#### 1. Introduction

#### 1.1 Purpose

The purpose of this RFB is to invite Suppliers (hereinafter referred to as "bidders") to submit Bids for the appointment of a service provider to supply and deliver Local Area Network (LAN) infrastructure and Cisco DNAC appliance with maintenance and support for a period of three (3) years for Western Cape Government Department of Health and Wellness (WCGDHW).

#### 1.2 Background

WCGDHW has aging infrastructure that fails from time to time and components cannot be replaced because these are no longer supported (reached end of life support), this necessitate the need to replace the aging LAN infrastructure. WCGDHW hospitals serve patients in key areas of the Western Cape and therefor reliable ICT infrastructure is required. The Core and access switch replacements will aid WCGHW with the ability to achieve their set objectives in providing efficient and effective Healthcare.

#### 2. Scope of Bid

#### 2.1 Scope of Work

The appointment of a service provider for the supply and delivery of Cisco LAN Infrastructure equipment with maintenance and support for three (3) years at Red cross Hospital (WCGDHW)

The appointed service provider will be responsible for the following:

- (a) Supply and deliver the following at the venue in section 2.2 below:
  - (i) Core Switches
  - (ii) Access Switches
  - (iii) 10G Optics for Access SW Uplinks to Core
  - (iv) Cisco DNAC appliance
- (b) Provide handover documentation
- (c) Provide Cisco Maintenance and Support for 3 years.

#### 2.2 Delivery address

The address where the required goods / services / works must be delivered is:

Name of the building:	Red Cross Children's Hospital	
Address:	Nurses Home Building 1 <sup>st</sup> Floor, Room 99 Klipfontein Road Rondebosch 7700	
	7700	

#### 2.3 Customer Infrastructure and environment requirements

The existing CISCO LAN infrastructure is old and needs a refresh to enable key services including WI-FI and VOIP. Cisco DNAC appliance is required for the enhancement of Departmental Wi-Fi deployments and LAN management initiatives.

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## 3. Requirements

## 3.1 LAN infrastructure equipment at Redcross Hospital

## 3.1.1 Supply and delivery of Cisco LAN infrastructure equipment.

(a) Supply and delivery of Cisco LAN infrastructure equipment.

Line Number Part Number Description		Description	Service Duration (Months)	Qty
Group Name: (40/100G	Core Switches - 48x 1/10/25G +4x			
1.0	C9500-48Y4C-A Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage			2
1.0.1	CON-SSSNT-C9504YA4	SOLN SUPP 8X5XNBD Catalyst 9500 48- port 25/100G only, Adva	60	2
1.1	CAB-IND-10A	10A Power cable for India		4
1.2	C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling		2
1.3	C9K-PWR-650WAC-R/2	650W AC Config 4 Power Supply front to back cooling		2
1.4	C9K-T1-FANTRAY	Catalyst 9500 Type 4 front to back cooling Fan		4
1.5	C9500-NW-A	C9500 Network Stack, Advantage		2
1.6	SC9500HUK9-176	Cisco Catalyst 9500H XE.17.6 UNIVERSAL		2
1.7	C9K-F1-SSD-240G	Cisco pluggable SSD storage		2
1.8	C9500-DNA-48Y4C-A	C9500 DNA Advantage, Term License		2
1.8.0.1	CON-SSTCM-C9524QA	SOLN SUPP SW SUBC9500 DNA Advantage	60	2
1.8.1	C9500-DNA-A-3Y	Cisco Catalyst 9500 DNA Advantage 3 Year License	36	2
1.9	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic		6
1.9.1	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	36	6
1.10	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment		2
2.0	QSFP-H40G-CU5M=	40GBASE-CR4 Passive Copper Cable, 5m		2
Group Name: Po	oE Access Switches			
3.0	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials		30
3.0.1	CON-SSSNT-C9200L4X	SOLN SUPP 8X5XNBD Catalyst 9200L 48-port PoE+, 4 x 10G, Ne	36	30
3.1	C9200L-NW-E-48	C9200L Network Essentials, 48-port license		30
3.2	CAB-TA-IN	India AC Type A Power Cable		30
3.3	PWR-C5-BLANK	Config 5 Power Supply Blank		30
3.4	C9200-STACK-BLANK	Catalyst 9200 Blank Stack Module		60
3.5	C9200L-DNA-E-48	C9200L Cisco DNA Essentials, 48-port Term license		30
3.5.1	C9200L-DNA-E-48-3Y	C9200L Cisco DNA Essentials, 48-port, 3 Year Term license	36	30
3.5.0.1	CON-SSTCM-C92LE48	SOLN SUPP SW SUBC9200L Cisco DNA Ess	36	30
3.6	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment		30
Group Name: 10 Core	OG Optics for Access SW Uplinks to			

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SFP-10G-SR-S=	10GBASE-SR SFP Module, Enterprise- Class		50
SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise- Class		25
efault			
DN2-HW-APL-L	Cisco DNA Center Appliance (Gen 2) - 56 Core		1
CON-L1NBD-DN2HWA	CX LEVEL 1 8X5XNBD Cisco DNA Center Appliance (Gen 2) - 56 C	12	1
DNA-SW-2.3.3	Cisco DNA Center SW 2.3.3		1
CAB-250V-10A-ID	AC Power Cord - 250V, 10A, India		2
DN2-PCIE-ID10GF	Intel X710-DA2 dual-port 10G SFP+ NIC		1
DN2-SD-64G-S	64GB SD Card for UCS Servers		1
DN2-PSU1-770W	Cisco UCS 770W AC Power Supply for Rack Server		2
DN2-TPM2-002	Trusted Platform Module 2.0 for UCS servers		1
DN2-RAID-M5	Cisco 12G Modular RAID controller with 2GB cache		1
DN2-MSTOR-SD	Mini Storage Carrier for SD (holds up to 2)		1
DN2-PCIE-IQ10GF	Intel X710 quad-port 10G SFP+ NIC		1
DN2-SD480G6I1X-EV	480GB 2.5 inch Enterprise Value 6G SATA SSD		2
DN2-CPU-I8280	Intel 8280 2.7GHz/205W 28C/38.50MB DCP DDR4 2933 MHz		2
DN2-SD19T6S1X-EV	1.9TB 2.5 inch Enterprise Value 6G SATA SSD		8
DN2-MR-X32G2RW	32GB RDIMM DRx4 3200 (8Gb)		12
SFP-10G-SR-S	10GBASE-SR SFP Module, Enterprise- Class		2
DN2-HW-APL-L-LIC	Cisco DNAC Appliance License - 56 Core		1
	### SFP-10G-LR-S=    Efault	SFP-10G-LR-S=  Class  10GBASE-LR SFP Module, Enterprise-Class  PN2-HW-APL-L  Cisco DNA Center Appliance (Gen 2) - 56 Core  CON-L1NBD-DN2HWA  Cisco DNA Center Appliance (Gen 2) - 56 Core  CX LEVEL 1 8X5XNBD Cisco DNA Center Appliance (Gen 2) - 56 Core  DNA-SW-2.3.3  CAB-250V-10A-ID  AC Power Cord - 250V, 10A, India  DN2-PCIE-ID10GF  DN2-SD-64G-S  DN2-SD-64G-S  DN2-PSU1-770W  Cisco UCS 770W AC Power Supply for Rack Server  DN2-TPM2-002  Trusted Platform Module 2.0 for UCS servers  Cisco 12G Modular RAID controller with 2GB cache  DN2-MSTOR-SD  Mini Storage Carrier for SD (holds up to 2)  DN2-PCIE-IQ10GF  DN2-SD480G6I1X-EV  DN2-SD480G6I1X-EV  DN2-SD19T6S1X-EV  DN2-MR-X32G2RW  32GB RDIMM DRX4 3200 (8Gb)  SFP-10G-SR-S  DN4-DALE INTERPRISE CISCO CORD INTERPRISE CACHE  DN4-MSTOR-SC  DN5-MSTOR-SC  DN6-SR-S  DN6-SD Module, Enterprise Calculate GG SATA SSD  DN2-MR-X32G2RW  32GB RDIMM DRX4 3200 (8Gb)  SFP-10G-SR-S  DN4-DALE INTERPRISE CALCULATE INTERP	Class   10GBASE-LR SFP Module, Enterprise-   10GBASE-SR SFP Module, Enterprise-   1

### 3.1.2 Handover and Support documentation

- (a) Provide handover documentation in respect of the following;
  - i. The service provider shall submit audit form and serial numbers of delivered equipment.
  - ii. Handover and sign-off documentation shall be certified by client and the authorised service provider.

### 4. Bid Evaluation Stages

The bid evaluation process consists of four stages, according to the nature of the bid.

A bidder must qualify for stage 2 onward 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 YES/NO
Stage 1	Administrative responsiveness	YES
Stage 2	Technical Mandatory responsiveness	YES
Stage 3	Special Conditions of Contract verification	YES
Stage 4	Price / Preference points	YES

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#### 4.1 Administrative responsiveness (Stage 1)

#### 4.1.1 Attendance of briefing session

a) No briefing session will be held.

#### 4.1.1.1 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.

#### 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 (used to evaluate bid)	Evidence reference (to be completed by bidder)
1. Bidder Certification/ Affiliation R	equirements	
The bidder <b>must</b> be CISCO certified reseller and installer or a registered CISCO partner at an enterprise level for the provision of Cisco equipment and services.	Attach to Annex A copy of a valid CISCO enterprise certificate or accreditation letter for the provision of Cisco equipment and services.	<pre><pre><pre><pre><pre><pre><pre><pre></pre></pre></pre></pre></pre></pre></pre></pre>
	NOTE (1): SITA/WCGDHW reserves the right to verify information provided.	
2. Bidder Experience and Capability	r Requirements	
The bidder must have supplied, installed and configured LAN infrastructure equipment for at least one (1) customer in the last five years.	The bidder must provide in Annex A reference details from at least one (1) customer to whom the supply, installation and configuration of LNA Infrastructure equipment was delivered in the past five (5) years:	<pre><pre><pre><pre><pre><pre><pre><pre></pre></pre></pre></pre></pre></pre></pre></pre>
	Note (1):	

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Mandatory Requirements	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to completed by bidder)	be
	The Bidder must provide all of the following information when completing table 6:  I. Company name; and II. Contact person, telephone and /or e-mail address; and III. Project scope of work; IV. Project start and end date.		
	Note (2): Failure to comply <u>fully</u> with the requirements as indicated above will result in disqualification.		
	Note (3): No reference letters are required  Note (4): SITA/WCGDHW reserves the right to verify information provided.		

#### 4.3 Special Conditions of Contract Verification (Stage 3)

- (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/WCGDHW reserves the right to include or waive the condition in the signed contract.
- (b) SITA/WCGDHW 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/WCGDHW will invoke the rights reserved in accordance with subsection 4.3. (b) above.

#### 4.3.1 Special Conditions of Contract

### 4.3.1.1 Contracting Conditions

- (a) Formal Contract The supplier must enter into a formal written contract (agreement) with SITA/WCGDHW.
- (b) Right to Audit SITA/WCGDHW 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.

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#### 4.3.1.2 Delivery Address

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

#### 4.3.1.3 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

#### 4.3.1.4 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

#### (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/WCGDHW/Client buildings, including all tools and equipment to render the services effectively.

#### 4.3.1.5 Regulatory, Quality and Standards

- (a) The Supplier must for the duration of the contract ensure that the proposed product or solution conform with the Government Minimum Interoperability Standards (MIOS)
- (b) The Supplier must for the duration of the contract ensure compliance with ISO/IEC General Quality Standards, ISO27001, and Protection of Personal Information Act (POPIA).
- (c) The Supplier must for the duration of the contract ensure compliance with General Quality Standards, ISO 9001.
- (d) The Supplier must for the duration of the contract ensure compliance with SANS standards (SANS10222-5-2 and SANS10222-5-2).
- (e) The supplier must be CISCO certified reseller, installer, or partner.

#### 4.3.1.6 Security screening and security clearance requirements

- (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/WCGDHW 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/WCGDHW in order to ensure that individuals meet the

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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/WCGDHW 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/WCGDHW. 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.

#### 4.3.1.7 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;
  - (iii) being information or data, which one Party provides to another Party or to which a Party has access because of Services provided in terms of this Contract and in which a Party would have a reasonable expectation of confidentiality;
  - (iv) being information provided by one Party to another Party in the course of contractual or other negotiations, which could reasonably be expected to prejudice the right of the non-disclosing Party;
  - (v) being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;
  - (vi) being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;
  - (vii) being financial, commercial, scientific or technical information, other than trade secrets, of a Party, the disclosure of which would be likely to cause harm to the commercial or financial interests of a non-disclosing Party; and
  - (viii) being information supplied by a Party in confidence, the disclosure of which could reasonably be expected either to put the Party at a disadvantage in contractual or other negotiations or to prejudice the Party in commercial competition; or

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- (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.

#### 4.3.1.8 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 and SITA/WCGDHW representative's 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;

#### 4.3.1.9 Intellectual Property Rights

(a) SITA/WCGDHW retains all Intellectual Property Rights in and to SITA/WCGDHW'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/WCGDHW's Intellectual Property for the sole purpose of providing the Products or Services to SITA/WCGDHW pursuant to this Contract; provided that the Supplier must not be permitted to use SITA/WCGDHW's Intellectual Property for the benefit of any entities other than SITA/WCGDHW without the written consent of SITA/WCGDHW, which consent may be withheld in SITA/WCGDHW's sole and absolute discretion. Except as otherwise requested or approved by SITA/WCGDHW, which approval is in SITA/WCGDHW's sole and absolute discretion, the Supplier must cease all use of SITA/WCGDHW's Intellectual Property, at of the earliest of:

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- (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/WCGDHW, the Supplier must certify in writing to SITA/WCGDHW that it has either returned all SITA/WCGDHW Intellectual Property to SITA/WCGDHW or destroyed or deleted all other SITA/WCGDHW Intellectual Property in its possession or under its control
- (c) SITA/WCGDHW, 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/WCGDHW with the compliant Occupational Health and Safety File (required on site for period of installation and proof of compliance).

#### 4.3.1.10 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.

#### 4.3.1.11 Fronting

- (a) The SITA/WCGDHW 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/WCGDHW will not condone any form of fronting.
- (b) The SITA/WCGDHW, 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/WCGDHW may have against the bidder/contractor concerned.

#### 4.3.1.12 Supplier Due Diligence

(a) SITA/WCGDHW 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.

#### 4.3.1.13 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.

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- (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/WCGDHW/Department must be made available for audit and, or due diligence purposes.
- (e) SITA/WCGDHW 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/WCGDHW.
- (f) SITA/WCGDHW reserves the right to verify information / evidence provided by the Bidder.
- (g) SITA/WCGDHW/Department reserves the right to introduce a **penalty of 1%** of the overall annual year spent by SITA/WCGDHW/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 4.3.2 above and shall comply with all stated obligations:

Name of Bidder:	Signature:
Date:	

#### 4.4 Price and Preference Points Evaluation (Stage 4)

#### 4.4.1 Costing and Preference Evaluation

- (a) In terms of the SITA/WCGDHW Preferential Procurement Policy (PPP), the following preference point system is applicable to all Bids:
  - i. 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
  - ii. the 90/10 system (90 Price and 10 B-BBEE) for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- (b) The Applicable Preference Point system for this tender is the 80/20 preference point system.
- (c) Points for this tender shall be awarded for:
  - i. Price; and
  - ii. Preference points for specific goals.
- (d) 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

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#### 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/WCGDHW</u> reserves the right to negotiate pricing with the successful bidder prior to the award as well as envisaged quantities
- 2.1. SITA/WCGDHW and the bidder. However, SITA/WCGDHW 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** below by marking with an "X" either "ACCEPT ALL", or "DO NOT ACCEPT ALL", failing which the declaration will be regarded as "DO NOT ACCEPT ALL" and the bid will be disqualified.

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

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

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

#### 4.4.3 Bid Exchange Rate Conditions

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

Foreign currency	South African Rand (ZAR) exchange rate		
1 US Dollar	18.56		
1 Euro	19,94		
1 Pound	23,31		

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

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#### 4.4.4 Bid Pricing Schedule

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

#### 4.4.5 Declaration of Acceptance

			ACCEPT ALL	DO NOT ACCEPT ALL
1.	cor	e bidder declares to ACCEPT ALL the Costing and Pricing additions as specified in <b>par 2</b> above by indicating with an in the "ACCEPT ALL" column, or		
2.		e bidder declares to NOT ACCEPT ALL the Costing and cing Conditions as specified in <b>par 2</b> above by -		
	(a)	Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and;		
	(b)	Provide reason and proposal for each of the condition not accepted.		
Cor	nment	ts by bidder:		

Provide the condition reference, the reasons for not accepting the condition.

#### 4.5 **Preference Requirements**

- The bidder must complete in full all the PREFERENCE requirements. (1)
- (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 4** below.
- The bidder must provide a unique reference number (e.g. binder/folio, chapter, section, page) to (4)locate substantiating evidence in the bid response. During evaluation, SITA/WCGDHW 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**.

#### **Preference Goal Requirements:** (5)

- The applicable Preference Point system for this tender and points claimed is 80/20. (a)
- The specific Preferential Goal Requirements for this tender is indicated in table 5 below. (b)
- The Bidder must complete 80/20 preference point system and submit proof or (c) 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.
- Failure on the part of a bidder to submit proof or documentation required or to comply to (e) paragraph (d) above in terms of this tender to claim preference points for the Preference

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- **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/WCGDHW 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/WCGDHW must be made available for audit and, or due diligence purposes.
- (j) SITA/WCGDHW 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/WCGDHW.
- (k) SITA/WCGDHW reserves the right to verify information / evidence provided by the Bidder.
- (I) SITA/WCGDHW reserves the right to introduce a penalty of 1% of the overall annual year spent by SITA/WCGDHW for the prior year if the Bidder fails to comply to paragraphs (f), (g) and (h) above.

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Table 4: Preferential Goal Requirements 80/20 Preference Points system

Preferential Goal Requirements	Points allocated	Example of Expected substantiating evidence	Number claimed	of points	Substantiating evidence
B-BBEE					
Promotion of Transformational Objectives.	20	Evidence: The Bidder must provide a copy of relevant evidence for the Preferential Goal points which the Bidder qualifies for:  a) Columns A, B and C in table 5 copy of relevant proof of B-BBEE status level of contributor as defined in the Broad-Based Black Economic Empowerment Act; and/ or b) Column D in table 5 Copy of South African Identification Document (ID); and/or c) Column E table 5 Copy of Medical Certificate.  Points allocation: Points will be allocated in accordance with the B-BBEE table in par. 7			<provide 5.3.<="" a,="" annex="" bid="" evidence="" in="" locate="" reference="" response-="" section="" substantiating="" td="" the="" to="" unique=""></provide>

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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 51% of People who are:

Reference #	Contributor Level as defined in the Broad-Based Black Economic Empowerment Act	Local Entity	EME/ QSEs	Woman Owned	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	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

F= A+B+C+D+E

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# Annex A: Bidder substantiating evidence

### 5. Technical Mandatory Requirement Evidence

#### 5.1 Bidder Certification / Affiliation Requirements

Attach a copy of a valid CISCO enterprise certificate or accreditation letter for the provision of Cisco equipment and services.

#### NOTE (1):

SITA/WCGDHW reserves the right to verify information provided.

#### 5.2 Bidder Experience and Capability Requirements

Complete table below, noting that:

- I. Provide reference details from at least one (1) customer to whom the supply, installation and configuration of LAN Infrastructure equipment was delivered:
- II. Project end- date must be current or not older than five (5) years from the date this bid is advertised.
  - a) Company name; and
  - b) Reference Person Name, Tel and / or email; and
  - c) Project Scope of Work; and
  - d) Project Start and End date,
- III. Scope of work must be related

Table 6: References

No	Company Name	Reference Person Name, Tel and/or email	Project Scope of Work	Project start and end date
1	<company name&gt;</company 	<person name=""> <tel> <email></email></tel></person>	<provide a="" details="" of="" project<br="" scope="">from a customer to whom a project for the supply and delivery or installation and configuration of LAN cabling infrastructure was provided in the past five (5) years&gt;</provide>	

#### Note (1):

Failure to comply <u>fully</u> with the requirements as indicated above will result in disqualification.

#### Note (2):

SITA/WCGDHW reserves the right to verify information provided.

#### Note (3)

No reference letter is required

#### 5.3 Preference Points Preferential Goals Evidence

The Bidder must:

1. Preference Goal Requirements:

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- (a) Bidder to select the section for points they wish to claim (Mark as Y=Yes) in tables 5 in section 4.6 dependant on which preference system the Bidder selects in line with section 4.6 and
- (b) Provide a copy of the following relevant evidence for the Preferential Goal points which the Bidder qualifies for as set out in table 4 in section 4.6 and attach it here:
- I. Columns A, B and C in table 5 copy of relevant proof of B-BBEE status level of contributor as defined in the Broad-Based Black Economic Empowerment Act; and/ or
- II. Column D in table 5Copy of South African Identification Document (ID); and/or
- III. Column E table 5
  Copy of Medical Certificate.
- 2. 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 (1) and (2) above, will be interpreted to mean that preference points are not claimed.

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