



**BID SPECIFICATION**

**BIDDERS MUST SUBMIT ANNEXURE 1 TOGETHER WITH THE MAIN BID DOCUMENT**

|  |  |
| --- | --- |
| **BID NUMBER:** | **RFQ 4780 - 2168 - 2022** |
| **PUBLICATION DATE:** | **30 June 2023** |
| **CLOSING DATE:** | **14 July 2023** |
| **CLOSING TIME:** | **11:00AM** |
| **RFQ DESCRIPTION:** | **PURCHASE OF AND REPLACEMENT OF FIBRE LINK OPTIC CABLE THE KOPANO HOSPITAL IN WELKOM.** |

Contents

[1. Introduction 3](#_Toc127818353)

[2. Scope of Bid 3](#_Toc127818354)

[2.1 Scope of Work 3](#_Toc127818355)

[2.2 Delivery address 3](#_Toc127818356)

[2.3 Customer Infrastructure and environment requirements 3](#_Toc127818357)

[3. Requirements 3](#_Toc127818358)

[3.1 Product / Service / Solution Requirements 3](#_Toc127818359)

[3.1.1 Xxxx 3](#_Toc127818360)

[3.1.2 xxx 3](#_Toc127818361)

[3.2 Service Elements 3](#_Toc127818362)

[3.2.1 Full Service Agreement 3](#_Toc127818363)

[3.2.2 Time and Material (T&M Ad hoc services) 3](#_Toc127818364)

[3.2.3 Response time and distance 3](#_Toc127818365)

[3.2.4 Fault logging management 3](#_Toc127818366)

[3.3 Special Requirements 3](#_Toc127818367)

[4. Bid Evaluation Stages 3](#_Toc127818368)

[4.1 Administrative responsiveness (Stage 1) 3](#_Toc127818369)

[4.1.1 Attendance of briefing session 3](#_Toc127818370)

[4.2 Technical returnable documents 3](#_Toc127818371)

[4.2.1 Instruction and evaluation criteria 3](#_Toc127818372)

[4.2.2 Technical mandatory requirements (Stage 2) 3](#_Toc127818373)

[4.2.3 Technical Functionality evaluation Requirements (Stage 3) 3](#_Toc127818374)

[4.2.4 Technical Functionality evaluation Requirements (Stage 3) 3](#_Toc127818375)

[4.2.5 Demonstration / Presentation /Proof of Concept Requirements (Stage 4) 3](#_Toc127818376)

[4.3 Special Conditions of Contract Verification (Stage 5) 3](#_Toc127818377)

[4.3.1 Special Conditions of Contract 3](#_Toc127818378)

[4.3.2 Declaration of compliance and acceptance SCC 3](#_Toc127818379)

[4.4 Price and Preference Points Evaluation (Stage 6) 3](#_Toc127818380)

[4.4.1 Bid Pricing Schedule 3](#_Toc127818381)

[4.4.2 Costing and Pricing Conditions 3](#_Toc127818382)

[4.4.3 Rate of Exchange Pricing Information 3](#_Toc127818383)

[4.4.4 Bid Exchange Rate Conditions 3](#_Toc127818384)

[4.4.5 Bid Pricing Schedule 3](#_Toc127818385)

[4.5 Declaration of Acceptance 3](#_Toc127818386)

[4.6 Preference Requirements 3](#_Toc127818387)

[Annex A: Bidder substantiating evidence 3](#_Toc127818388)

[5. Technical Mandatory Requirement Evidence 3](#_Toc127818389)

[5.1 Bidder Certification / Affiliation Requirements 3](#_Toc127818390)

[5.2 Bidder Experience and Capability Requirements 3](#_Toc127818391)

[5.3 THIRD PARTY RISK MANAGEMENT ASSESMENT 3](#_Toc127818392)

[6. Functionality Requirements Evidence 3](#_Toc127818393)

[6.1 Technical Functionality Requirement 3](#_Toc127818394)

[6.2 Presentation / Demonstration /Proof of Concept Requirement 3](#_Toc127818395)

[7. Preference Points Preferential Goals Evidence 3](#_Toc127818396)

[Annex B: LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS REQUIREMENT 3](#_Toc127818397)

[8. Local Content Requirements: 3](#_Toc127818398)

[Annex C: THIRD-PARTY RISK MANAGEMENT (TPRM) ASSESSMENT 3](#_Toc127818399)

[9. Instructions 3](#_Toc127818400)

[9.1 Evaluation Criteria 3](#_Toc127818401)

[9.1.1 Company risk 3](#_Toc127818402)

[9.1.2 All questions for all other risk elements: 3](#_Toc127818403)

[9.2 Third Party Risk Assessment 3](#_Toc127818404)

[9.3 Third Party Risk Management Declaration 3](#_Toc127818405)

[9.3.1 Declaration of Acceptance 3](#_Toc127818406)

Figures

**No table of figures entries found.**

Tables

[Table 1: Bid Evaluation Stages 3](#_Toc127818473)

[Table 2: Technical Mandatory Requirements 3](#_Toc127818474)

[Table 3: Technical Functionality Requirements 3](#_Toc127818475)

[Table 4: POC/Presentation/Demonstration Weighting 3](#_Toc127818476)

[Table 5: References 3](#_Toc127818477)

[Table 6: Technical Functionality Requirement evidence 3](#_Toc127818478)

[Table 7: Presentation / Demonstration /Proof of Concept evidence 3](#_Toc127818479)

[Table 8: B-BEE Points Allocation 3](#_Toc127818480)

[Table 9: Preferential Goal Requirements 80/20 Preference Points system 3](#_Toc127818481)

[Table 10: Preferential Goal Requirements 90/10 Preference Points system 3](#_Toc127818482)

# Introduction

The purpose of this RFB is to invite Suppliers (hereinafter referred to as “bidders”) to submit bids for the “Supply and install of fibre link for the Free State Department of Health using RFA 1880/2018”.

# Scope of Bid

## Scope of Work

The scope of this project includes the following:

1. Supply and install fibre link

## Delivery address

The address where the required service must be delivered is

|  |  |  |
| --- | --- | --- |
| **Town** | **Street** | **Building** |
| Welkom | Long Rd 312 | Kopano Health Complex |

## Customer Infrastructure and environment requirements

# Requirements

1. **Supply and install fibre link**

## Service Elements

### Full Service Agreement

1. N/A

### Time and Material (T&M Ad hoc services)

1. N/A

### Response time and distance

1. N/A

### Fault logging management

1. N/A

## Special Requirements

# SPECIAL CONDITIONS OF CONTRACT

## INSTRUCTION

1. The successful bidder 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. 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. 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 6.1(2) above.
4. The bidder must **complete the declaration of acceptance** as per section 6.3 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”.

## SPECIAL CONDITIONS OF CONTRACT

1. **SERVICES AND PERFORMANCE METRICS (Maintenance and Support Services)**
	1. Response times a maximum of 4 hours.
	2. All repairs must be completed in 8-hour SLA requires a maximum time to repair or resolve of 8 hours.
	3. The supplier must provide a 5-year OEM warranty on all the equipment covering both hardware and software. This warranty must also include the software upgrades without any additional costs to SITA or the client.
	4. The supplier must provide a 5-year on-site maintenance and support SLA as defined above including all labour, travel and accommodation.
2. **SERVICES PERFORMANCE METRICS.** The Supplier must performs as follows:

| **SBS** | **Service Element** | **Service Level** |
| --- | --- | --- |
|  | Call Centre | 8h x 5d, 07:30 – 16:30 |
|  | Incident Response | Maximum 4 hours  |
|  | Incident Restore | Maximum 8 hours |

1. **Electrical Work. N/A** Where applicable, the Supplier must ensure that Electrical Work is performed as prescribed by the Occupation Health and Safety Act (Act 85 of 1993 as amended), Electrical Regulations 2009, including,
	* 1. The Supplier is registered at the Department of Labour as an Electrical Contractor;
		2. The standard of work conforms to SABS SANS 10142-1: The code of practice for wiring of premises; and
		3. Any Electrical installation or alteration is certified after completion of work by means of a Certificate of Compliance.
2. **PERSONNEL SECURITY CLEARANCE**
	* 1. The Supplier personnel who are required to work with information related to NATIONAL SECURITY must have a valid South African security clearance or must apply within 30 days of the signed contract for a security clearance to the level of CONFIDENTIAL at the expense of the Supplier from the South African State Security Agency or duly authorised Personnel Security Vetting entity of SA Government.
		2. 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).
		3. The Supplier must ensure that the security clearances of all personnel involved in the Contract remains valid for the period of the contract.
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:
		3. the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);
		4. being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Contract;
		5. 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;
		6. 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;
		7. being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;
		8. being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;
		9. 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
		10. 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
		11. 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;
		12. 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;
		13. 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;
		14. 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 three years as specified in the RFB 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;
		2. the warranty period commences when the solution has been delivered, installed and commissioned on the client premises;
		3. 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;
		4. 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;
		5. 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;
		6. the Products is maintained during its Warranty Period at no expense to SITA;
		7. the Product possesses all material functions and features required for SITA’s Operational Requirements;
		8. the Product remains connected or Service is continued during the term of 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. any misrepresentation by the Supplier amounts to a breach of Contract.
1. **INTELLECTUAL PROPERTY RIGHT**
	* 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:
		2. termination or expiration date of this Contract;
		3. the date of completion of the Services; and
		4. the date of rendering of the last of the Deliverables.
		5. 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.
		6. SITA, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.

## DECLARATION OF ACCEPTANCE

|  | **ACCEPT ALL** | **DO NOT ACCEPT ALL** |
| --- | --- | --- |
| 1. The bidder declares to ACCEPT ALL the Special Condition of Contract as specified in section 6.2 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 6.2 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: |

# 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 YES/NO** |
| Stage 1  | Administrative responsiveness | YES |
| Stage 2  | Technical Mandatory responsiveness  | YES |
| Stage 3 | Technical Functional Requirements | NO |
| Stage 4 | Proof of Concept Requirements |  NO |
| Stage 5 | Special Conditions of Contract verification | YES |
| Stage 6 | Price / Preference points | YES |

## Administrative responsiveness (Stage 1)

### Attendance of briefing session

1. A Compulsory virtual briefing session will be held. Attendance register to be completed with company name, bidder representative person name and contact details) as submitted in the bidder’s response document. Any bidder who fails to attend the compulsory briefing session will be disqualified.

#### Registered Supplier

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

## Technical returnable documents

### Instruction and evaluation criteria

1. The bidder must comply with ALL the requirements as per the Technical Mandatory Requirements below by providing substantiating evidence in the form of documentation or information, failing which it will be regarded as “NOT COMPLY”.
2. The bidder must provide a unique reference number (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response.
3. The bidder must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS in order for the bid response to proceed to the next stage of the evaluation.

### Technical mandatory requirements (Stage 2)

Table 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 Requirements** |
| 1. **BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS**

The bidder must have provided similar installation or repair to at least one (1) customer in the last Five (5) years (2018 to date) | Provide references letter from at least one (1) customer to whom similar support were delivered. |  |
| **2. Bidder Experience and Capability Requirements** |
| 1. **BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS**

The bidder must be OEM or Registered OEM partner to maintain and support for network cabling |  |  |
| **3. Third Party Risk Assessment:** **Note: To be included for all SITA tenders equal and greater than R50m. This is not applicable for Agency transactions.** |
| The bidder must confirm compliance to Third-Party Risk Management Assessment. | The Bidder must comply to the Third-Party Risk Management Assessment requirement by completing All the questions in **Annex C.** **NOTE:** SITA reserves the right to verify information provided. | <Provide unique reference to locate substantiating evidence in the bid response – see **Annex A, par 5.3 and Annex C**> |

## Special Conditions of Contract Verification (Stage 5)

1. The successful supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the successful Supplier. However, SITA reserves the right to include or waive the condition in the signed contract.
2. SITA reserves the right to:
	1. Negotiate the conditions; or
	2. Automatically disqualify a bidder for not accepting these conditions; or
	3. Award to multiple bidders
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 4.3. (b) above.

### Special Conditions of Contract

#### Contracting Conditions

1. **Formal Contract** - The supplier must enter into a formal written contract (agreement) with SITA.
2. **Right to Audit** - SITA reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct a financial audit or probity to ascertain whether a qualifying bidder has the financial wherewithal or technical capability to provide the goods and services as required by this tender.

#### Delivery Address

1. The supplier must deliver the required products or services at as indicated in Section 2.2, Delivery Address

#### Services and Performance Metrics

1. The bidder is responsible to provide the following services as specified in the Service Breakdown Structure (SBS):
	1. **Operational MTTResolve: Response and Repair Times -** The Bidder must perform corrective maintenance within predefined response and repair times. Maximum Time To Repair in all cases (Full Service Agreement) will be sixteen (8) working hours for all Cisco routers incidents logged.

#### Mission Critical MTTResolve: Response and Repair Times - The Bidder must perform corrective maintenance within predefined response and repair times. Maximum Time to Repair in all mission critical cases (Full Service Agreement) will be one (4) working hours for all Cisco Routers incidents

#### Supplier Performance Reporting

1. Reports need to be provided….
2. Bidder

#### Certification, Expertise and Qualification

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

#### Logistical Conditions

1. **Hours of Work**
	1. Office hours are defined as business working hours of the customer and is Mondays to Fridays between 07:30 and 16:00
	2. After hours of the customer during week days are from16:00 to 07:30
	3. All mission critical sites will be managed on a 24 x 7 x 365 basis
2. **Client environment**
	1. In the event that the client grants the bidder access to the server rooms….
3. **Tools of Trade**
	1. The bidder is expected to use its own resources (cell phone, laptops etc) to communicate with its own offices or outside of the SITA/Client buildings, including all tools and equipment to render the services effectively.
4. **Remedy ARS Support**
	1. Information systems….

#### Regulatory, Quality and Standards

1. Products used to deliver the goods /services must comply with…
2. Bidders

#### Personnel Security Clearance

1. The Bidder personnel who are required to work with information related to NATIONAL SECURITY must have a valid South African security clearance or must apply within 30 days of the signed contract for a security clearance to the level of CONFIDENTIAL at the expense of the Bidder from the South African State Security Agency or duly authorised Personnel Security Vetting entity of SA Government.
2. The bidder personnel….
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.

#### Confidentiality and non -disclosure conditions

1. The Supplier, including its management and staff, must before commencement of the Contract, sign a non-disclosure agreement regarding Confidential Information
2. Confidential Information means any information or data, irrespective of the form or medium in which it may be stored, which is not in the public domain and which becomes available or accessible to a Party as a consequence of this Contract, including information or data which is prohibited from disclosure by virtue of:
	1. the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);
	2. being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Contract;
	3. being information or data, which one Party provides to another Party or to which a Party has access because of Services provided in terms of this Contract and in which a Party would have a reasonable expectation of confidentiality;
	4. being information provided by one Party to another Party in the course of contractual or other negotiations, which could reasonably be expected to prejudice the right of the non-disclosing Party;
	5. being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;
	6. being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;
	7. being financial, commercial, scientific or technical information, other than trade secrets, of a Party, the disclosure of which would be likely to cause harm to the commercial or financial interests of a non-disclosing Party; and
	8. being information supplied by a Party in confidence, the disclosure of which could reasonably be expected either to put the Party at a disadvantage in contractual or other negotiations or to prejudice the Party in commercial competition; or
	9. information the disclosure of which would be likely to prejudice or impair the safety and security of a building, structure or system, including, but not limited to, a computer or communication system; a means of transport; or any other property; or a person; methods, systems, plans or procedures for the protection of an individual in accordance with a witness protection scheme; the safety of the public or any part of the public; or the security of property; information the disclosure of which could reasonably be expected to cause prejudice to the defence of the Republic; security of the Republic; or international relations of the Republic; or plans, designs, drawings, functional and technical requirements and specifications of a Party, but must not include information which has been made automatically available, in terms of the Promotion of Access to Information Act, 2000; and information which a Party has a statutory or common law duty to disclose or in respect of which there is no reasonable expectation of privacy or confidentiality;
3. Notwithstanding the provisions of this Contract, no Party is entitled to disclose Confidential Information, except where required to do so in terms of a law, without the prior written consent of any other Party having an interest in the disclosure;
4. Where a Party discloses Confidential Information which materially damages or could materially damage another Party, the disclosing Party must submit all facts related to the disclosure in writing to the other Party, who must submit information related to such actual or potential material damage to be resolved as a dispute;
5. Parties may not, except to the extent that a Party is legally required to make a public statement, make any public statement or issue a press release which could affect another Party, without first submitting a written copy of the proposed public statement or press release to the other Party and obtaining the other Party's prior written approval for such public statement or press release, which consent must not unreasonably be withheld.

#### Guarantee and warranties

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

#### Intellectual Property Rights

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

#### General

1. The supplier will be bound by Government Procurement: General Conditions of Contract.
2. (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the Supplier. However, SITA reserves the right to include or waive the condition in the signed contract.
3. SITA reserves the right to:
	1. Negotiate the conditions, or
	2. Automatically disqualify a bidder for not accepting these conditions, or
	3. Before entering into a contract, conduct or commission an external service provider to audit or conduct probity to ascertain whether a qualifying bidder has the technical capability to provide the goods and services as required by this tender.
4. The parties in the agreement agree that the …..

#### Counter Conditions

1. Bidders’ attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

#### Fronting

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

#### Business Continuity and Disaster Recovery Plans

1. The bidder confirms that they have written business continuity and disaster recovery plans that define the roles, responsibilities and procedures necessary to ensure that the required services under this bid specification is in place and will be maintained continuously in the event of a disruption to the bidder’s operations, regardless of the cause of the disruption.

#### Supplier Due Diligence

1. SITA reserves the right to conduct supplier due diligence prior to final award or at any time during the Contract period and this may include pre-announced / non-announced site visits. During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid or Contract in whole or parts thereof.

#### Preference Goal Requirements conditions

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

### Declaration of compliance and acceptance SCC

I (we), the bidder hereby declare that I (we) accept ALL the Special Conditions of Contract as specified in par 4.3.2 above and shall comply with all stated obligations:

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

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

## Price and Preference Points Evaluation (Stage 6)

### Bid Pricing Schedule

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

### 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. All additional costs as well as cost of delivery, labour, S&T, overtime, etc. must be included in this bid.
	3. 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.
	4. SITA reserves the right to negotiate pricing with the successful bidder prior to the award as well as envisaged quantities
3. **Time and Material**
	1. Time and Material Quotations will not form part of the total bid price. It will be based on an ad-hoc basis as and when required by the client.
4. 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.
5. 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.

### Rate of Exchange Pricing Information

**NOTE TO AUTHOR: This section needs to be included if relevant for the specific tender with the relevant accompanied Pricing schedule to be completed. Note that even though ROE is stated it does not mean that the tender is subject to ROE adjustment during the contract. If fluctuation of the ROE is required for the duration of the contract it must be explicitly stated in the tender as well as the parameters which will be applicable.**

**Please delete this note BEFORE publishing.**

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

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

### Bid Exchange Rate Conditions

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

|  |  |
| --- | --- |
| **Foreign currency** | **South African Rand (ZAR) exchange rate**  |
| 1 US Dollar | **XX** |
| 1 Euro | **XX** |
| 1 Pound | **XX** |

### Bid Pricing Schedule

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

## Declaration of Acceptance

|  | **ACCEPT ALL** | **DO NOT ACCEPT ALL** |
| --- | --- | --- |
| 1. The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in **par 4.4.2**  above by indicating with an “X” in the “ACCEPT ALL” column, or
2. The bidder declares to NOT ACCEPT ALL the Costing and Pricing Conditions as specified in **par 4.4.2**  above by -
	1. Indicating with an “X” in the “DO NOT ACCEPT ALL” column, and;
	2. Provide reason and proposal for each of the condition not accepted.
 |  |  |
| **Comments by bidder:**Provide the condition reference, the reasons for not accepting the condition. |

## Preference Requirements

1. The bidder must complete in full all the PREFERENCE requirements.
2. Allocation of points per requirements:The 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** below.
4. **The bidder must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, SITA reserves the right to treat substantiation evidence that cannot be located in the bid response, as “NOT COMPLY”. The evidence needs to be attached to **ANNEX A**.
5. **Preference Goal Requirements**
	1. The applicable Preference Point system for this tender and points claimed is 80/20.
	2. The specific Preferential Goal Requirements for this tender is indicated in **Annexure A** **table 80/20**  below.
	3. Failure on the part of a bidder to **complete both** the **90/10 and 80/20** preference point systems and submit proof or documentation required in terms of this tender to claim preference points for the **Preference Goal Requirements**, will be interpreted to mean that preference points for specific goals are not claimed.
	4. The Bidder **must** indicate how they claim points **for each of the preference points** by signing at par 4.5 in the Invitation to Bid document.
	5. The Bidder **must** provide a **Preferential Goals Plan (narrative document)** as well as an **Activity Plan** with clear milestones indicating the **commitment** by the Bidder for each of the Presential Goals identified for this tender for the duration of the contact set in each section in **Annexure A** **table 9 /10** below.
	6. Failure on the part of a bidder to submit proof or documentation required 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.
	7. 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.
	8. 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.
	9. **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.
	10. 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.
	11. **SITA/Department 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.
	12. **SITA reserves the right to** verify information / evidence provided by the Bidder.
	13. **SITA/Department 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 (g), (h) and (i) above.
6. Bidder substantiating evidence

# Technical Mandatory Requirement Evidence

## Bidder Certification / Affiliation Requirements

1. Attach a copy of a valid documentation (certificate or letter) from OSM/OEM indicating the bidder is accredited to provide network cabling (Refer par 4.2.2 above)

**NOTE (1):**

**SITA reserves the right to verify information provided.**

## Bidder Experience and Capability Requirements

1. Complete table below, noting that:
	1. Provide reference details of customers to whom the project or service was delivered.
	2. References may include multiple customers.
	3. Project end-date must be current or not older than five (5) years from date this bid is advertised.
	4. Scope of work must be related.

Table 5: References

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No** | **Company Name** | **Reference person name, contact details** | **Project Scope of Work** | **Project start and end date** |
| 1 | <Company name>  | <Person Name><Tel><email> | < Provide scope details of a project from a customer to whom a project or service was delivered for network cabling | Start Date:End Date: |
| 2 |  |  |  |  |
| 3 |  |  |  |  |

**NOTE (1):**

**SITA reserves the right to verify information provided.**

**Note (2):**

**Failure to complete Table 5 fully as indicated above will result in disqualification.**

# Preference Points Preferential Goals Evidence

1. Bidder to complete the table(s) below in terms of points claimed for the specific bid and must provide the required evidence justifying the points claimed.
2. The bidder must provide a copy of relevant proof of B-BBEE status level of contributor as defined in the Broad-based Black Economic Empowerment Act **and attach it here.**
3. **The Bidder must indicate how they claim points for each special goal by completing the table below and providing the justification evidence for preference points claimed.**

Table 8: B-BEE Points Allocation

| **B-BBEE Status Level of Contributor** | **Number of points****(90/10 system)** | **Number of points****(80/20 system)** |
| --- | --- | --- |
| 1 | 10 | 20 |
| 2 | 9 | 18 |
| 3 | 6 | 14 |
| 4 |  5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

Table 9: Preferential Goal Requirements 80/20 Preference Points system

**NOTE TO AUTHOR: Choose the specific goal (s) that will be applicable to the specific Bid for the 80/20 preference point system and DELETE the others. The selected specific goals selection MUST be read in conjunction with the guidelines and the calculator. The points allocated to the specific goals must add up to 20, depending on the preference points formula applicable to the specific bid. Point allocation section highlighted in red needs to be determined and amended to align to the total scoring for each section below. Please delete this note BEFORE publishing.**

| **Preferential Goal Requirements** | **Points allocated** | **Example of Expected substantiating evidence** | **Number of points claimed** | **Substantiating evidence** |
| --- | --- | --- | --- | --- |
| **BBBEE** |
| The allocation of points for bidders that meet a certain B-BBEE level as defined in the Broad-Based Black Economic Empowerment Act; |  | **Evidence:**The Bidder must provide a copy of relevant proof of B-BBEE status level of contributor level as defined in the Broad-Based Black Economic Empowerment Act.**Points allocation:**Points will be allocated in accordance with the B-BBEE table in par. 7 |  | <Provide unique reference to locate **(80/20) preference point system** substantiating evidence here>. |
| **Specific Goals** |