



Annexure 1: Bid Specification: RFB 2752-2023

Appointment of a Specialist Contractor to provide Maintenance Services for the back-up Power Equipment (viz. Generators, Switchgears, Fuel Tanks, Distribution Boards and Power Points) for the Pietermaritzburg Data Centre for a period of 36 months.

TECHNICAL, PRICING AND PREFERENCE POINTS REQUIREMENTS

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1. Purpose and Background

1.1 Purpose

The purpose of this RFB is to invite Suppliers (hereinafter referred to as “bidders”) to submit bids for the “Provision of Maintenance Services for the Back-Up Power Equipment (Viz. Generators, Switchgears, Fuel Tanks, Distribution Boards and Power Points) for the Pietermaritzburg Data Centre for a period of Thirty-six (36) months”.

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.

1.2 Background

This backup power infrastructure encompasses the generators, generator batteries, switch-gears, diesel tanks, filtration systems and Data Centre electrical system. The backup-power infrastructure and electrical components that service the Data Centre require periodic maintenance to operate efficiently. The need for redundant power equipment in the mission-critical Data centre is meaningless unless it is properly maintained and tested. Data centre backup-up power maintenance is critical to ensure that the facility stays up during an unplanned outage.

The maintenance contract will also cater for the Data Centre electrical system. There is a constant requirement for the installation of hobbles, new power points, cabinet power conversions and installation of 3-phase 32-amp power distribution boards. This service requires specialized skills and must be carried out by Data Centre electrical specialists and not general electricians.

2. Scope of Bid

2.1 Scope of Work

- a) The business requirement is to appoint a service provider to provide backup infrastructure preventive, corrective and standby/call-out maintenance services for a period of 36 months.
- b) This service is required at the SITA Pietermaritzburg Data Centre. The Maintenance Scope consists of these three primary activities:
 - i) Preventive / Routine / Scheduled Maintenance;
 - ii) Corrective / Remedial Maintenance;
 - iii) Standby/ Call Out Service;
- c) Repair of faulty power points and distribution boards (DBs) in the Data Centre;
- d) Conversion of cabinet electrical requirements;

- e) Expert skills/ knowledge of Deep-sea controllers to be able to synchronize and/or change any settings for the optimal and economical operation of the 3 generators, if and when required; and
- f) Provide an advisory service from an electrical perspective for the Data Centre.
- g) Details of relevant major equipment of electrical plant is identified under **Section 3: Technical Requirements**.
- h) Details of actual maintenance that is to be performed, and the associated frequency, i.e. monthly, minor and major, is identified under **Section 3: Technical Requirements**.

2.2 Mandatory Site Inspection during the tender process

Mandatory Site Inspection and Tender briefing will take place on **26 May 2023 at 11h00 at Sita Pietermaritzburg Data Centre, Natalia Building, 333 Jabu Ndlovu Street, Pietermaritzburg.**

All bidders attending needs to complete the tender register confirming your attendance.

2.3 Delivery address

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

No	Site Name	Physical Address
1	SITA Pietermaritzburg Data Centre	Natalia Building, 333 Jabu Ndlovu Street, Pietermaritzburg.

3. Technical Requirements

NB: The bidder must confirm that they comply with the following Service/ Products Requirements as indicated below as this will be legal contractual binding:

3.1 Infrastructure Upgrades

Although the electrical plant for which support is required covers a wide span of electrical devices and systems, the major plant components under this contract are detailed below. Bidders should also note that SITA is currently in the process of upgrading the emergency power generators infrastructure, which means all new infrastructure will be under warranty, therefor the contracting period and/or costing may change due to the change in type of units and quantities of the units indicated below.

3.2 Relevant Major Equipment of Electrical Plant

The Maintenance Contractor will be responsible for the regular inspection, and maintenance of the following systems:

- a) Generators – 3 x 600kVA Dorman AMF – Automatic Mains Failure complete with Class AO electronic governors. This includes the batteries for the generators; Diesel Tanks – 1 x day and 1 x bulk tank; Day Tank pumps x 2;

- b) Deep Sea PLC based Main Control Panels;
- c) Algax –X – FPS -750A fuel polishing system;
- d) Merlin Gerin switch gear x 7;
- e) Schnieder switch gear x 2; and
- f) All DBs, power cables and electrical points in the Data Centre.

3.3 Maintenance Schedule

In terms of this maintenance contract the Maintenance Contractor will regularly and systematically inspect the systems and perform such service and maintenance work as is described below:

- a) 36 x monthly checks and standby specified in **Section 3.3**
- b) 6 x minor services of the generators (no minor service is required when a major service is done) as specified in **Section 3.4**
- c) 6 x major services of the generators including the replacement of generator batteries once per annum as specified in **Section 3.5**
- d) 3 x annual services of the fuel system as specified in **Section 3.46**
- e) 3 x services of the switch gears as specified in **Section 3.7**
- f) 3 x annual service of Electrical Distribution Boards in the Data Centre as specified in **Section 3.8**
- g) Repair of faulty power points and distribution boards (DBs) in the Data Centre when required.
- h) Conversion of cabinet electrical requirements when required;
- i) Expert skills/ knowledge of Deep-sea controllers to be able to synchronize and/or change any settings for the optimal and economical operation of the 3 generators, if and when required; and
- j) Provide an advisory service from an electrical perspective for the Data Centre.

3.4 Preventative Maintenance: Monthly Checks and Emergency Standby/Callouts

Type of Requirement	Action Required
a) Emergency Standby/Call Outs	a) Provide a monthly standby schedule with first and second standby. b) Standby personnel must: <ol style="list-style-type: none"> be qualified service technicians / engineers reside within a 60 km radius from the SITA Data Centre in Pietermaritzburg. SITA KZN reserves the right to request proof of qualification of the standby technicians / engineers. Be able to log into deepsea-controllers software and synchronize generators and/or change any settings for the optimal and economical operation of the generators, monthly and when required.
b) Service to be done by a Qualified Service Technician / Engineer.	SITA KZN reserves the right to request proof of qualification of the service technician.
c) Supply all consumables and Equipment Required for the service	a) Oil for top-up; b) Fan belts; c) Battery tester; d) Thermostats; e) Electrical testers; f) Antifreeze; g) Cleaning cloths and detergents; h) Lubricants; i) Light bulbs and starters; and j) Any other consumable or equipment to carry out the service.
d) Check and Top-up Generators Engine Oil	a) Change interval schedule; b) Check oil levels and top up; c) Check pipes for damage or leaks; d) Plan for damage or leaks; e) Advise on oil level and record; and f) Have oil tested and provide a report
e) Inspect Fuel System	a) Both main and day tanks for damage or leaks; b) Day tank float level switch; c) Fuel transfer pump operation; d) Pipes for damage or leaks; e) Filters for leaks or damage; and f) Advise on fuel level.
f) Inspect and top-up/replace Coolant	a) Test antifreeze condition and top or replace if necessary; b) Pipes for damage or leaks; c) Radiator for damage and leaks; d) Inspect radiator cap; e) Advise level and condition and record; and f) Operation of water jacket heater and hoses.
g) Check and Replace drive belts	a) Advise condition and record; b) Tension; and c) Replace damaged belts.
h) Inspect and Test batteries	a) General condition;

Type of Requirement	Action Required
	<ul style="list-style-type: none"> b) Terminals for tight solid connections and corrosion; and c) Test battery levels.
i) Inspect ventilation	<ul style="list-style-type: none"> a) Restrictions in air flow path and advise; and b) Check radiator matrix.
j) Check electrical system	<ul style="list-style-type: none"> a) Check power cables for secure connections between the genset and switch panel; b) Check all mounted components for secure fitment; c) Check all mounting bolts and vibration mountings for secure fitment; d) Check hot spots; and e) Check general condition of panel.
k) Check Algaex –X – FPS -750A fuel polishing system	<ul style="list-style-type: none"> a) Check filters; and b) Check operational functionality.
l) Check STS6000 - Fuel filtration system	<ul style="list-style-type: none"> a) Check filters; and, c) Check operational functionality.
m) Test operational functionality Switch gears	<ul style="list-style-type: none"> a) Check operational functionality for the switch gears in LT room and generators.
n) Check Day Tank pumps	<ul style="list-style-type: none"> a) Check operational functionality.
o) Check operational functionality of Deep-Sea PLC based Main Control Panels	<ul style="list-style-type: none"> a) Check alarms; and, b) Check operational functionality.
p) Drain Water	<ul style="list-style-type: none"> a) Water from fuel/water separators; b) water from fuel filters; and c) Water and sediment from fuel tanks.
q) Test Run Generators	<ul style="list-style-type: none"> a) Ensure safe to start; b) Start and run at no load for 10 minutes; c) Check and record gauge readings, coolant temperature, oil pressure, voltage and frequency readings; d) Check air cleaner restriction indicator; and, e) Mains failure simulation will be performed in the presence of SITA facilities personnel and on their authorization. If all in order, run set under full -load for 15 minutes; f) Check and record readings again, take note of any abnormal vibrations and noise or excessive smoking conditions; g) Leave generator in AUTO position; h) Check for any leaks of any sort, once the set has cooled down; and i) Clean set and area around set before departing.
r) Data Centre Electrical Requirements	<ul style="list-style-type: none"> a) Installation of 3-phase 32amp power points, including hubbles and cabling, during the contracting period on an ad-hoc basis when required b) Repair of faulty power points and distribution boards (DBs) in the Data Centre; c) Conversion of server cabinet electrical requirements; and d) Provide an advisory service from an electrical perspective for the Data Centre.
s) Check and Replace Fused Light blubs	<p>Replace light bulbs in the following areas:</p> <ul style="list-style-type: none"> a) Generator room; b) HT Room;

Type of Requirement	Action Required
	c) LT Room; d) UPS Room; e) Battery Room; f) Transformer Room
t) Monthly Report	a) Provide a detailed monthly report with the completed job card.

3.5 Minor Service - 600kVA Dorman AMF Generators

Type of Service	Action Required
a) Service to be done by a Qualified Service Technician / Engineer	a) Sita KZN reserves the right to request the qualification of the service technician.
b) Supply all consumables and Equipment Required for the service	a) Oil; b) fan belts; c) battery tester; d) thermostats; e) electrical testers; f) antifreeze; g) cleaning cloths and detergents; h) Lubricants and Grease; i) Fuel pipes; j) Water hoses; k) Light bulbs and starters; l) Any other consumable or equipment to carry out the service.
c) Carry out "walk around" inspection	a) Check for oil, fuel and water leaks
d) Perform Monthly Check and Service as in C1 above.	
e) Inspection, Top-up or replace	a) Check water jacket heater operation; b) Check and adjust to specification battery voltage, charge rate and perform voltage drop test to determine condition of batteries; c) Check engine oil level and top up if necessary; d) Check fan and alternator belt tensions; e) Check primary fuel filter and clean if necessary; f) Check water level in radiator; g) Check for water build up in the fuel filter water trap; h) Check the fuel tank daily drain valve for build-up of water; i) Grease fan drive and alternator bearing; j) Top up water and add cooling conditioner to radiator, if required; k) Check and Clean air filters; l) Check and clean water separators; m) Make additional adjustments (within the scope of routine maintenance work) to the abovementioned equipment if necessary;
f) Test Run Generators (Advanced)	a) With the plant selector switch in the "auto" position, trip the mains incoming supply so as to simulate a mains failure. (The mains failure simulation will be performed in the presence of SITA facilities personnel and on their authorization);

Type of Service	Action Required
	<ul style="list-style-type: none"> b) Observe start up, satisfactory operation of transfer switch and load acceptance of the set; c) Check and record when generator has run for 15 minutes: <ul style="list-style-type: none"> i) Generator output voltage stability; ii) Generator output frequency and stability; iii) Engine water temperature; iv) Engine oil pressure; v) Engine fuel pressure; and vi) Charging alternator output. d) Run the set on load for 30 minutes then switch on the mains incoming supply and observe load shedding as well as the cooling down sequence until set stops; e) In test position check the following safety shutdown devices; f) Start cut out function; g) Low oil pressure; h) High engine temperature; i) Engine over speed; j) Switch off engine and return plant selector switch to the "auto" position.
g) Clean Diesel Generators and the HT, LT, UPS rooms;	<ul style="list-style-type: none"> a) Sweep and wipe floors; b) Remove all old equipment, used consumables etc; c) Clean generators and other equipment in the generator room.
h) Report and job card	<ul style="list-style-type: none"> a) Provide a detailed quarterly report, service log and b) complete the service report. Present job card to sign off the job.

3.6 Major Service – Generators

Type of Service	Action Required
a) Service to be done by a Qualified Service Technician / Engineer	a) Sita KZN reserves the right to request the qualification of the service technician. If the major service is sub-contracted Sita must be informed of name of the sub-contractor. SITA reserves the right to disallow the sub-contractor from carrying out the service.
b) Supply all consumables and Equipment Required for the service	<ul style="list-style-type: none"> a) Oil; b) fan belts; c) battery tester; d) thermostats; e) electrical testers; f) antifreeze; g) cleaning cloths and detergents; h) Lubricants and Grease; i) Fuel pipes; j) Water hoses; k) Light bulbs and starters; l) Fuel filters; m) Oil filter; n) Any other consumable or equipment to carry out the service.
c) Carry out “walk around” inspection	Check for oil, fuel and water leaks
d) Perform Monthly Check as in C1 above.	
e) Major Service Procedure for Generators: <ol style="list-style-type: none"> 1. Run the set on Test for 10 minutes and then Switch off engine and return plant selector; 2. switch to the “Off” position; 3. Drain lubrication oil and replenish with the correct grade of oil as per Original 4. Equipment Manufacturer (OEM) requirements; 5. Change lubricating oil filter elements and fuel filter elements; 6. Replace air filter element and water separator element; 7. Check valve clearance and adjust if necessary; 8. Grease all points as required; 9. Drain and flush cooling system, refill with clean water and add cooling system conditioner; 10. Check water jacket heater operation; 11. Check condition of fuel pipes and water hoses; 12. Check for water build up in the fuel filter water trap; 13. Check the fuel tank daily drain valve for build-up of water; 14. Obtain fuel samples from bulk tank for analysis; 15. Check and adjust to specification battery voltage, charge rate and perform voltage drop test to determine condition of batteries; 16. Check fan and alternator belt tensions; 17. Grease fan drive and alternator bearing; 18. Start engine in test position and run for 5 minutes; 19. Switch off engine and return plant selector switch to the “Off” position then; <ul style="list-style-type: none"> i) Check water level in radiator and top up if necessary; ii) Check engine oil level and top up if necessary; iii) Inspect Electrical Panels for loose connections; iv) Check electrical and control connections; 	

Type of Service	Action Required
20. With the plant selector switch in the “auto” position, trip the mains incoming supply so as to simulate a mains failure. (The mains failure simulation will be performed in the presence of SITA facilities personnel and on their authorization); 21. Observe start up, satisfactory operation of transfer switch and load acceptance of set; 22. Check and record when generator has run for 15 minutes: i) Generator output voltage stability; ii) Generator output frequency and stability; iii) Engine water temperature; iv) Engine oil pressure; v) Engine fuel pressure; vi) Charging alternator output; and vii) Check exhausts system for leaks. 27. Run the set on load for 30 minutes then switch on the mains incoming supply and observe load-shedding as well as the cooling down sequence until set stops; 28. In test position check the following safety shutdown devices: i) Start cut out function; ii) Low oil pressure; iii) High engine temperature; and iv) Engine over speed. 29. Switch off engine and return plant selector switch to the “auto” position; 30. Make additional adjustments (within the scope of routine maintenance work) to the abovementioned equipment if necessary; 31. Replace generator batteries if instructed to do so by SITA KZN.	
f) Clean Diesel Generators and the HT, LT, UPS rooms;	a) Sweep and wipe floors; b) Remove all old equipment, used consumables etc; c) Clean generators and other equipment in the generator room.
g) Report and job card	a) Provide a detailed annual report including for fuel analysis, service log and b) complete the service report. Present job card to sign off the job.

3.7 Annual Service - Fuel System

Type of Service	Action Required
a) Service to be done by a Qualified Service Technician / Engineer	a) Sita KZN reserves the right to request the qualification of the service technician. If the service is sub-contracted Sita must be informed of name of the sub-contractor. SITA reserves the right to disallow the sub-contractor from carrying out the service.
b) Supply all consumables and Equipment Required for the service	a) electrical testers; b) cleaning cloths and detergents; c) Filters; d) Fungicide; e) Algaecide; f) Stabilizer; g) LEDs; h) Any other consumable or equipment to carry out the service.
c) Annual Service Procedure for Fuel System	
1. Clean diesel in bulk tank and day tanks by:	

<ul style="list-style-type: none"> i) Pumping the water, sludge, and debris out from the tank bottom, and properly disposing of it; ii) Filter fuel; While filtering, use chemical cleaners in the fuel tank to remove any varnish or sludge from inside the tank; and iii) Treat fuel with chemicals to enhance life and performance. These must include (but are not limited to) fungicide, algicide, and stabilizer. 	
<ul style="list-style-type: none"> 2. Polish diesel in bulk and day tank by removing: <ul style="list-style-type: none"> i) Water; ii) Sediment; and iii) microbial contamination. 3. Service STS 6000, Algaex – FPS-750A, TPS750: 4. Check flow meter- If faulty replace; 5. Replace filters; and 6. Check LEDs – If faulty replace. 	
d) Clean Diesel Generators and the HT, LT, UPS rooms;	a) Remove all old equipment, used consumables etc.;
e) Report and job card	<ul style="list-style-type: none"> a) Provide a detailed annual report including for fuel analysis, service log and b) complete the service report. Present job card to sign off the job.

3.8 Annual Service – Switch Gears

Type of Service	Action Required
a) Service to be done by a Qualified Service Technician / Engineer	<ul style="list-style-type: none"> a) SITA KZN reserves the right to request the qualification of the service technician. If the annual service is sub-contracted SITA must be informed of name of the sub-contractor. SITA reserves the right to disallow the sub-contractor from carrying out the service.
b) Supply all consumables and Equipment Required for the service	<ul style="list-style-type: none"> a) electrical testers; b) cleaning cloths and detergents; c) Filters; d) Any other consumable or equipment to carry out the service.
c) Annual Service Procedure for Fuel System <ul style="list-style-type: none"> 1. MV Substation <ul style="list-style-type: none"> i) Site service 2 x Hawker Sydley MV circuit breakers; ii) Site service 2 x Hawker Sydley MV cradles; iii) Site service 2 x Hawker Sydley MV panels; iv) Primary inject 2 x current transformers and test protection relays; and v) If CT'S are not accessible secondary injection must be done. 2. Diesel Generator Room <ul style="list-style-type: none"> i) Site service 4x Merlin Gerin Masterpact M circuit breakers; ii) Site service 4 x Merlin Gerin Masterpact M cradles; iii) Site service 5 x panel tiers; and iv) Test operation of source change over circuit breakers. 3. LT Room <ul style="list-style-type: none"> i) Site service 3 x Merlin Gerin Masterpact NW circuit breakers. Site service 3 x Merlin Gerin Masterpact NW cradles; ii) Site service 2 x Merlin Gerin compact circuit breakers; and iii) Site service 5 x panel tiers, iv) Test operation of source change over circuit breakers. 	

Type of Service	Action Required
4. Computer Room i) Site service 1 x Merlin Gerin Masterpact M circuit breaker; ii) Site service 1 x Merlin Gerin compact circuit breakers; and iii) Site service 8 x panel tiers.	
5. UPS Room LV Panel i) Site service / test and check 7 x Merlin Gerin compact circuit breakers; and ii) Site service 5 x panel tiers.	
d) Report and job card	a) Provide a detailed annual report, service log and b) complete the service report. Present job card to sign off the job.

3.9 Electrical Distribution Board

Type of Service	Action Required
a) Service to be done by a Qualified Service Technician / Engineer	a) Sita KZN reserves the right to request the qualification of the service technician.
b) Supply all consumables and Equipment Required for the service.	a) electrical testers; b) cleaning cloths and detergents; c) Any other consumable or equipment to carry out the service.
c) Annual Service Procedure – Distribution Boards The contractor will service the entire electrical distribution board during an approved SITA Change Control Period. This service will comprise the following: <ol style="list-style-type: none"> 1. Ensure all earthing cables are securely connected inside the distribution board. 2. Report any obvious missing earths within the distribution board or within two meters from the distribution board. 3. Remove the cover on the distribution board to ensure that no cabling has become damaged and that there's no exposed copper at terminal connections. 4. Report any burnt or discoloured wiring inside the distribution board. 5. Clear any dust built up on the equipment. 6. Clean all components inside distribution boards with electrical cleaning agent (use electrical contact cleaner aerosol; use insulated brushes to remove thick dust). 7. Measure respective voltages and record values (especially between Neutral and Earth). 8. Ensure all distribution boards are fitted with front panel circuit breaker opening blanks. 9. Ensure distribution board covers are closing properly and fastening properly. Replace missing nuts and/or missing/broken closing mechanisms. 10. Ensure that all circuits are labelled and noted on the legend card or distribution board. 11. Ensure that the distribution board is fed as indicated by the existing/new label. 12. Inspect distribution board: paintwork, seal, mounting, rust, and water ingress. 13. Touch-up paintwork; fix seal; mounting; rust etc. of distribution boards. 14. Torque all electrical and earthing connections in distribution boards. 	

Type of Service	Action Required
15. The contractor must scan the electrical connections inside the distribution board by means of an Infra-Red scanner while the distribution board is on load. The coloured thermal images must be placed in the As Built Pack.	
16. The contractor must scan each Switchgear unit or Switchgear Cluster inside the distribution board while the distribution board is on load by means of an Infra-Red scanner. The coloured thermal images of each Switchgear unit or Switchgear Cluster must be placed in the As Built Pack.	
The contractor must issue a Certificate of Compliance as per SANS10142 for the work done on the distribution board and to certify that the relevant electrical distribution board conform to the SANS requirements.	
d) Report and job card	a) Provide a detailed annual report, service log and b) complete the service report. Present job card to sign off the job.

I, the bidder (Full names) representing (company name) Hereby confirm that I comply with the above Technical Mandatory Requirements and understand that it will form part of the contract and is legally binding.

Thus, done and signed at on this.....day of.....20....

.....

Signature

Designation:

4. Special Conditions of Contract

4.1 Instruction

- 8.1.1 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.
- 8.1.2 SITA reserves the right to –
 - a) Negotiate the conditions, or
 - b) Automatically disqualify a bidder for not accepting these conditions, or
 - c) Terminate the Award or Contract.
- 8.1.3 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 by SITA, SITA will invoke the rights reserved in accordance with subsection 7.1 (2) above.
- 8.1.4 The bidder must **complete the declaration of acceptance** as per section 7.3 below by marking with an “X” either “ACCEPT ALL” or “DO NOT ACCEPT ALL”, failing which the declaration will be regarded as “DO NOT ACCEPT ALL” and the bid will be disqualified.

4.2 SPECIAL CONDITIONS OF CONTRACT

1. CONTRACTING CONDITIONS

- a) **Formal Contract.** The Supplier must enter into a formal written Contract (Agreement) with SITA.
- b) **Right of Award.** SITA reserves the right to award the contract for required goods or services to multiple Suppliers.
- c) **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.
- d) SITA is currently in the process of upgrading the emergency power generators infrastructure, which means all new infrastructure will be under warranty, in this case the contract maybe cancelled or the contracting period may change and/or the costing may change. This is due to the change in type of units and quantities of the units indicated "Section 3.1 Relevant Major Equipment of Electrical Plant".

2. DELIVERY ADDRESS.

The services must be provided at the following physical address:

SITA Pietermaritzburg Data Centre, Natalia Building, 333 Jabu Ndlovu Street, Pietermaritzburg.

3. SERVICE PERFORMANCE MATRIX

Provide a 24x7x365 standby/call-out facility.	<ul style="list-style-type: none">a) Provide a monthly standby schedule with first and second standby.b) The maximum response time which the contractor must respond to a call must be as follows:<ul style="list-style-type: none">i) Critical (Generator failure during power outage) – Within one (1) hours from notification;ii) Non-Critical (Generator failure during routine testing / inspection) – within two (2) hours from notification.c) Standby personnel must:<ul style="list-style-type: none">i) be qualified service technicians / engineersii) reside within a 60 km radius from the SITA Data Centre in Pietermaritzburg.d) SITA KZN reserves the right to request proof of qualification of the standby technicians / engineers.e) Log into deepsea controllers software and synchronize generators and/or change any settings for the optimal and economical operation of the generators, monthly and when required.
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4. CERTIFICATION, EXPERTISE AND QUALIFICATION

- a) **The Supplier represents that,**

- i. **it has the necessary expertise, skill, qualifications and ability to undertake the work required in terms of the Scope of Work or Service Definition and;**
 - ii. **it is committed to provide the Products or Services; and**
 - iii. **it can perform all obligations detailed herein without any interruption to the Customer.**
- b) The Supplier must provide the service in a good and workmanlike manner and in accordance with the practices and high professional standards used in well-managed operations performing services similar to the Services;
 - c) The Supplier must perform the Services in the most cost-effective manner consistent with the level of quality and performance as defined in Scope of Work or Service Definition;
 - d) **Electrical Work. 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,**
 - i. The Supplier is registered at the Department of Labour as an Electrical Contractor;
 - ii. The standard of work conforms to SABS SANS 10142-1: The code of practice for wiring of premises; and
 - iii. Any Electrical installation or alteration is certified after completion of work by means of a Certificate;

5. LOGISTICAL CONDITIONS

In the event that SITA grants the Supplier permission to access SITA's Environment including hardware, software, internet facilities, data, telecommunication facilities and/or network facilities remotely, the Supplier must adhere to SITA's relevant policies and procedures (which policy and procedures are available to the Supplier on request) or in the absence of such policy and procedures, in terms of, best industry practice

6. REGULATORY, QUALITY AND STANDARDS

The contractor must adhere to the provisions within the following minimum Standards and Acts during the full period of this contract. It is taken that the contractor is familiar and conversant with these Standards and Acts.

- a) Occupational Health and Safety Act, inclusive of the Regulations contained within this Act, with specific reference to the Lead Regulations, Environmental Regulations, Driven Machinery Regulations, Electrical Machinery Regulations, Electrical Installation Regulations and SANS 10142, and Pressure Equipment Regulations;
- b) IEC 61439-1: Low-voltage switchgear and control gear assemblies;
- c) Environmental Conservation Act 1989 as amended;
- d) SITA's Health and Safety Policy;
- e) SITA's site access and security policy; and
- f) SITA's Change Control Policy.

7. PERSONNEL SECURITY CLEARANCE

- a) The contractor is to note, as per SITA's access policy, that itself, its staff that will work on this project, and its company will be subject to a security screening and security clearance audit. The contractor or its employees failing the security clearance audit cannot work on this project and contract. Where the impact is such that the required services cannot be rendered to SITA as required in this document, the contract will not be awarded or be terminated (as the case may be);

- b) The contractor is to note, as per SITA's access policy, that it and its employees that will work on this project will not be able to enter any of the listed sites without a valid South African Identification Document. Where the impact is such that the required services cannot be rendered to SITA as required in this document, the contract will be terminated; and
- c) The contractor must note that these sites are high security environments. Time to be granted access into the site can thus take up to one hour. The associated cost for standing time to access the relevant sites is deemed included in the quoted cost.

8. 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
 - 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; and
- 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 a press release, which consent must not unreasonably be withheld.

9. GUARANTEE AND WARRANTIES

The Supplier warrants that:

- a) The warranty of goods supplied under this contract remains valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract;
- b) 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;
- c) 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;
- d) during the Warranty period any defective item or part component of the Product be repaired or replaced within 3 (three) hours after receiving a written notice from SITA;
- e) the Products is maintained during its Warranty Period at no expense to SITA;
- f) the Product or solution possesses all material functions and features required for SITA's Operational Requirements;
- g) the Service is continued during the term of the Contract;
- h) all third-party warranties that the Supplier receives in connection with the Products including the corresponding software and the benefits of all such warranties are ceded to SITA without reducing or limiting the Supplier's obligations under the Contract;
- i) 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;
- j) 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;
- k) any Product sold to SITA after the Commencement Date of the Contract remains free from any lien, pledge, encumbrance or security interest;
- l) 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;

- m) the information disclosed to SITA does not contain any trade secrets of any third party, unless disclosure is permitted by such third party;
- n) 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;
- o) it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into the Contract;
- p) the prices, charges and fees to SITA as contained in the Contract are at least as favourable as those offered by the Supplier to any of its other customers that are of the same or similar standing and situation as SITA;
- q) any misrepresentation by the Supplier amounts to a breach of Contract;
- r) The contractor must not undertake any work inside a distribution board or any of the major electrical plant components or switch off any power on a distribution board or any of the major electrical plant components without an approved SITA change request; and
- s) The dates for the Change Control requests will depend on SITA suitability. A number of factors influence the Change Control request dates, and could be amongst other reasons other high impact SITA Change request work having a higher priority, SITA client approval, anticipated Grid power interruptions and freeze periods.

10. 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.

11. SCOPE OF TECHNICAL SOLUTION

(1) General

- a) The Maintenance Contractor shall be responsible for the purchase and management of all consumables, and other components of equipment as may be required for the maintenance of site. In particular, the Maintenance Contractor shall be responsible, in conjunction with the relevant suppliers or manufacturers, for dimensioning the consumable parts stock of the type and quantity required to provide the Services and achieve the Service Levels. The management of any such consumables and components shall include obsolescence management.

- b) Where specialist components of the work are sub contracted to a third party, the Maintenance Contractor shall supervise the work continuously to ensure acceptable quality and to ensure that no risks exist to SITA and ensure no service interruptions to SITA or its clients. The Maintenance Contractor shall remain fully responsible for the sub contractor's actions or omission of actions. Penalties or claims for damages caused by the sub-contractor shall be applied to the Maintenance Contractor in full. The Maintenance Contractor shall indicate in his bid, which specialized service components will be outsourced to a third-party contractor.
- c) The detailed maintenance operating procedures shall be made available to SITA for its review, within 60 days of the Letter of Award date. Where improvements are considered to be made, SITA will indicate as such, upon which the contractor shall make the required improvements within 30 days of SITA's notice for improvements. The maintenance operating procedures shall not be general in nature; it shall be site specific and relevant to the site being maintained. An updated set of the maintenance operating procedures shall be issued again to SITA after 6 months of the purchase order date, to allow the maintenance contractor to incorporate improvements to the standard operating procedures.
- d) SITA is constantly busy upgrading and/or replacing back-up power components. A replaced component shall remain under the installer's warrantee and service conditions, but the first line response will be the maintenance contractor under this contract's responsibility. This is to ensure that service level requirements are met for the installation and that a SITA site is not placed at risk should a new/replaced back-up power component fail.
- e) SITA may within this contract period replace/upgrade the back-up power components depending on SITA budget availability. If this upgrade is completed during the contracting period then the scope of work will change.
- f) Post the warrantee period, any new/replaced back-up power components will move under this maintenance contract (where applicable).

(2) Preventive Maintenance

- a) Preventive maintenance comprises of a program of activities, performed periodically, on site. This includes checks, *searching* for abnormalities, abnormality corrections, adjustments, tests, measurements, internal and external cleaning, surveys, as well as the analysis and replacement / repair of units, parts, modules, components, and spare parts to ensure optimal performance, effective performance, and performance according to the Original Equipment Manufacturer's specifications.
- b) The Maintenance Contractor shall schedule the progress of preventive maintenance and shall adhere to the minimum service timelines specified for each component. The contractor shall maintain a full maintenance schedule, indicating the planned Preventive maintenance date for the contract period. Preventive Maintenance shall be a standard tick sheet and job card based, and be relevant to the components being serviced/maintained. Where and when requested by SITA, the contractor shall make improvements to these tick sheets to cover areas previously overlooked, lessons learned during the contractual period or from Root Cause Analysis (RCA) reports, or general improvements to the quality of the maintenance performed under this contract. The contractor shall improve his tick sheet continuously as part of his continuous improvement plan.
- c) Preventive Maintenance job cards shall contain details of all call-outs and corrective maintenance carried out at the site. The information captured on the previous six months' job cards for a specific site shall be readily available to the maintenance technician. The intention of this is to alert the technician conducting the Preventive maintenance of possible issues he needs to be aware of and to seek the root cause.
- d) The job cards shall serve as confirmation of servicing done and shall be part of the acceptance certificate sent to the Technical Manager (or his representative) for Quality Assurance (QA) approval and payment.
- e) The acceptance certificate to be sent to the Technical Manager (or his representative) for approval shall contain the following minimum information per site.

Acceptance Certificate:

- i. Site name;
 - ii. Service period;
 - iii. Summary schedule of job cards on the applicable site;
 - iv. Summary of corrective actions on the applicable site;
 - v. Summary of concerns for the applicable site;
 - vi. Summary of outstanding issues for on the applicable site;
 - vii. All job cards, including 3rd party vendors' job cards; and
 - viii. A quotation for items that needs to be attended to, that is not part of the monthly fixed cost.
- f) Should a site's Preventive Maintenance not be successful, or not executed, or not approved, or not completed in full, for whatever reason, the Maintenance Contractor shall not invoice SITA for the attempted Preventive Maintenance. Where the Maintenance Contractor is of opinion that he was prevented by SITA to perform a site's Preventive Maintenance successfully, a written notification will be made to the Technical Manager with full details within seven calendar days of the failed/partially Preventive Maintenance for his consideration and ruling. The ruling outcome will then be either Full Payment, Partial Payment (based on cost incurred), or No Payment.
- g) Preventive Maintenance work at the SITA offices shall be done in such a manner as not to cause any discomfort to the occupants. It is therefore required that preventive maintenance work on items that will cause major disruptions be conducted during weekends or after-hours to ensure least disruption to normal activities. Inspections may be carried out during office hours. Low Impacting services may be performed during the week.
- h) SITA shall conduct ad hoc onsite inspections to determine the quality of Preventive Maintenance performed on site. Where SITA management wishes to inform the maintenance contractor of a site inspection, the maintenance contractor's Project Manager shall make himself available to join the inspection. The Contractor shall be notified at least 24 hours in advance of an impending site visit for which his attendance is required.

(3) Corrective Maintenance

- a) Corrective Maintenance is carried out to repair, replace, fix or adjust significant equipment and defects and failures, including the required replacement of significant units, parts, modules and components that are attributable to the Maintenance Contractor and within the scope of its responsibilities. The need for Corrective Maintenance can be identified by either the Maintenance Contractor during a site inspection or during Preventive Maintenance, or identified by SITA (or one of its contractors).
- b) Where the Maintenance Contractor identifies the need for Corrective Maintenance that does not form part of the standard Preventive Maintenance repair requirements, the contractor shall notify the SITA Technical Manager within 6 hours in detail of such identification. SITA shall then decide on appropriate further action and indicate to the Maintenance Contractor that he may close the case, or provide SITA with a non-obligatory quotation. SITA may then decide to proceed with the corrective repair according to the written quotation provided. The repairs will be done on an ad-hoc time and material basis. Permission for the maintenance contractor to proceed with the corrective repair will be issued in writing with a Purchase Order (PO). NB: SITA may also obtain quotations from other service providers and may award corrective repairs to be done by other suppliers if their quotation/s are more market-related than the maintenance contractor.
- c) Where SITA identifies the need for Corrective Maintenance, the process shall be the same as (b) above.
- d) SITA may award work for corrective maintenance or new installations to a different supplier other than the Maintenance contractor. The Maintenance contractor will be required to support and fully co-operate with the other supplier/s. The Maintenance contractor will be required to quality check and pass all work done by other suppliers and provide SITA with written confirmation of completion of the corrective maintenance or new installation.

- e) Where purchase orders have been issued to the maintenance contractor for Corrective Maintenance, but the maintenance contractor is not performing or providing the quoted works within the agreed timeline, SITA shall have the right to cancel the purchase order, or part thereof.
- f) The Maintenance Contractor must cater for corrective repairs as specified in 3 (b and c) above and also for the installation of 3 phase 32amp points on an ad-hoc basis. This will be specified in the MOA (Memorandum of Agreement). SITA KZN will budget a fixed amount per annum to pay for corrective maintenance and the installation of 3 phase 32-amp points. This will be done on a time and material ad-hoc basis.

(4) Emergency Standby/Call Outs

- a) Emergency Standby and Call-outs are required when the service provider is required to be onsite in an emergency to restore, repair or replace components **with the objective of preventing, by any means possible, a site failure or service failure. This could be a temporary solution to keep the backup power system running. If further action is required such as the replacement of components then it will be dealt with under Corrective Maintenance.**
- b) This emergency activity would be a result of a service affecting or possible service affecting defects resulting in the loss of operation or potential imminent loss of operation of any part or component at the Pietermaritzburg site. The nature of the defect component is such that it was not identified or known previously (for which the corrective maintenance process could have been followed).
- c) The contractor shall have a 24/365 call out facility. The maximum response time which the contractor must respond to a call must be as follows:
 - i) Critical (Generator failure during power outage) – Within 60 minutes from notification;
 - ii) Non-Critical (Generator failure during routine testing / inspection) – within four (4) hours from notification;
 - iii) If the above response times are not adhered to it may attract a penalty as set out below; and
 - iv) Spares required for ad hoc requests must be quoted for and approved by SITA KZN before the repairs are carried out.
- d) Emergency call-out action shall be required at any time day or night including weekends and holidays. The Maintenance Contractor shall have a sufficient number of available qualified staff members to react on a 24x7x365 basis. The call-out response times shall meet or exceed the Service Level Agreements timelines set within this document.
- e) All costs for standby/call-outs are deemed included in the Scheduled Maintenance rate for the site. The pricing for this service is a fixed monthly amount in the PRICING SCHEDULE under PREVENTATIVE MAINTENANCE: MONTHLY CHECKS AND EMERGENCY STANDBY/CALLOUTS. The rationale is that the maintenance contractor is responsible for the site maintenance and should ensure that the site doesn't experience any risk. Components that could lead to failure, or that could place the site under risk should thus have been identified during the scheduled maintenance work and visits.
- f) The Call-out technician must be skilled in diesel generators, switch gears and deep-sea controllers.

12. SKILLS TRANSFER AND TRAINING RELATED REQUIREMENTS

- a) The contractor must ensure that the SITA technical staff receive the required training to ensure the safe operation of the equipment.
- b) The training provided must explain the root cause and possible solutions to all the alarm events that can be encountered on the equipment.
- c) Training must be provided until the SITA technical staff are conversant with the safe operation of the equipment and conversant in the interpretation of all alarm conditions.
- d) The contractor must provide the required training material to the SITA technical staff.

13. SITA CHANGE CONTROL

- a) The contractor must not undertake any work on any of the major electrical plant components or switch off any of the major electrical plant components without an approved SITA change request;
- b) The dates for the Change Control requests will depend on SITA suitability. A number of factors influence the Change Control request dates, and could be amongst other reasons other high impact SITA Change request work having a higher priority, SITA client approval, anticipated Grid power interruptions, and freeze periods;
- c) Change control windows for plant room maintenance and plant inspections will be allocated for normal time (during the week); and
- d) Change control windows for Generator Testing will only be allocated for Sunday hours.

14. ROOT CAUSE ANALYSIS

- a) The Reason for Outage (RFO) for plant failures must be issued within 12hours of equipment failure, by the contractor.
- b) A detailed engineering Root Cause Analysis (RCA) must be issued within 36hours of the equipment failure. The following minimum points must be addressed in the RCA:
 - (i) Background leading to the failure.
 - (ii) Engineering reason for failure, which is supported by the Original Equipment Manufacturer.
 - (iii) If a component failure, why it hasn't been detected and repaired during Preventive Maintenance.
 - (iv) If a SLA failure, why the SLA has been breached.
 - (v) Moneys that shall be credited by the contractor to SITA as penalty for failure.
 - (vi) How similar failures shall be prevented for this site and other sites under the contractor's responsibility.
 - (vii) Time required for permanent repairs.
 - (viii) How the restored system (and other similar systems) shall be tested to make sure similar failures shall not occur.
 - (ix) How lessons learned shall be incorporated into the Preventive Maintenance, Standard Operating Procedures during the remainder of the contract.
 - (x) Upon SITA's prior approval, and nature of the component failure, the 12-hour SLA may be extended by SITA to cater for detailed analysis.
- (b) Technically poor and sub-standard RCAs shall not be accepted and shall be referred back to the maintenance contractor, with the 12-hour SLA still intact.
- (c) Technically acceptable RCAs requiring further explanation shall be referred back to the maintenance contractor, after which another 12-hour window shall be allowed for elaboration on the requested areas.

15. PERFORMANCE MANAGEMENT MEETINGS

- (a) The contractor must meet with SITA at least once per month during the contract period, during which the progress of the contract and issues under this contract must be discussed.
- (b) The reports under discussion must be released to SITA at least four business days in advance.

16. PERFORMANCE MANAGEMENT REPORTING

- (c) The contractor must provide the following monthly reports during the warranty period.

- (i) Technical Concern list;
- (ii) Equipment at end of life in the following 3 months, 6 months, 12 months;
- (iii) List of high frequency incident / call outs;
- (iv) List of open calls still in progress with targeted completion dates;
- (v) List of RFOs and RCAs and submission dates;
- (vi) Component / module repair report;
- (vii) Areas of risk where SITA is exposed to Occupational Health and Safety risks;
- (viii) Areas of risk where SITA is exposed to site failure risks;
- (ix) Capacity Report;
- (x) Single Point of Failures on plant for Data Centre;
- (xi) Unavailable critical spares and stock report of critical spares, as at report date;
- (xii) Carbon Footprint information;
- (xiii) Invoices not paid by SITA;
- (xiv) Outstanding Purchase Orders from SITA;
- (xv) Schedule of quotes submitted to SITA under this contract; and
- (xvi) Warrantee report on components repaired / replaced.

17. SUB CONTRACTING

- a) Where work is sub contracted to a specialist third party contractor / service provider, the Contractor / Service provider must supervise the work continuously on site to ensure acceptable quality and to ensure that no risk exist to SITA and ensure no service interruptions to SITA or its clients. The Contractor / Service provider remain fully responsible for the sub contractor's actions or omission of actions. Penalties or claims for damages caused by the sub-contractor shall be applied to the Contractor / Service provider in full.
- b) The contractor / service provider must obtain SITA's permission for any sub-contracting of work.

18. HUMAN RESOURCES

- a) The Contractor / service provider must ensure the skill sets of its staff. Personnel must be well trained with adequate knowledge and experience, be in possession of the relevant trade certificate / Registration, and equipped with all necessary tools and testing facilities to ensure correct and professional operation on all equipment and works to comply with this Scope of Work.
- b) The Contractor / Service provider must be responsible for its staff and they must be equipped with adequate individual safety equipment and personal protective equipment when executing the task.

19. FIRE SUPPRESSION AND FIRE DETECTION SYSTEMS

- a) The contractor / service provider must take care during his operations not to activate and discharge the automatic fire suppression system. SITA will place the automatic fire suppression system into Manual mode during the contractor / service provider's work on site, should he request SITA to do so. Should the contractor / service provider or his sub-contractor(s) manage to activate and discharge the automatic fire suppression system, the refill of the suppression gas / agent shall be for the contractor / service provider's account.
- b) The contractor / service provider must take care during his operations not to activate the fire detection system and cause an alarm on the fire panel. Should the contractor / service provider or his sub-contractor(s) manage to activate the fire detection system and in the process cause an alarm on the fire panel, the callout cost for the fire detection contractor to reset the panel and the air conditioning contractor to restart the air conditioning units shall be for the contractor / service provider's account.

20. LOSSES

- a) The contractor / service provider shall be held responsible for any losses caused to SITA due to the contractor / service provider's or his sub contractor's actions or absence of actions. Damages shall be recovered from outstanding money's owed to the contractor / service provider. Where

outstanding moneys are not sufficient to cover the full loss experienced by SITA, the contractor / service provider shall be invoiced for the outstanding moneys.

- b) Losses to SITA shall be determined and be assigned to the contractor / service provider where the balance of probability is more than 50% that the failure or incident was caused by the contractor / service provider's actions or absence of action.
- c) Examples of losses caused to SITA that shall be recovered from the Contract, could include:
 - i. Fire suppression system triggered by the actions of the contractor / service provider and subsequent a fruitless discharge of gas is resulted.
 - ii. Work is being performed by the contractor / service provider inside the SITA Data Centre environment and intentionally or unintentionally Network cabling are damaged which causes Network Traffic loss.
 - iii. Damage to SITA's property during the execution of work.
- d) The contractor / service provider must have the required insurance cover in place within two weeks from contract commencement and of sufficient value to cover these types of incidences. SITA shall not interact with the contractor / service provider's underwriter and shall deduct moneys directly as indicated above.

21. SERVICE LEVEL REQUIREMENTS AND PENALTIES

- a) The ability to be on site within 60 minutes from a call out and start repair works on the affected electrical plant is critical to SITA's operations. SITA will request the successful contractor to indicate what processes the contractor will put in place to ensure that this specified response time will be met. SITA reserves the right to refuse the award of the contract or to terminate the contract should the contractor not be able to respond to a SITA call out within 60 minutes from a call out request;
- b) All Service Level time lines indicated below are relevant any time of day, any time of year, during the contract period;
- c) The following SLA time windows are applicable to this contract:
 - i) The Change Control windows will be planned by both parties (SITA and the contractor) (except for Change Control windows with pre-determined dates) and practical timeslots (which must not exceed the specified maximum number of timeslots or the specified maximum duration of each timeslot) and dates be agreed to. The scope of work to be executed and completed for each of the Change Control windows will be agreed to by both SITA and the contractor (except for Change Control windows with pre-determined dates). A penalty to the value of R10000.00 (Excl. VAT) will be applied per incident to the contractor should the contractor not implement the scoped work during the planned and approved Change window dates and timeslots, or should the contractor not be able to fully commission the electrical installation at the end of the planned and approved Change window dates and timeslots, or should the contractor not attend an arranged and notified (24 hours in advance) Change window;
 - ii) All repair works for which the repair time will be in excess of one week, the Support Contractor shall provide a project plan indicating the timelines on the various activities and projected completion date. This project plan shall be issued to SITA within 48hours after the call out. Should the Support Contractor be late on the completion of a project (as measured against the provided project plan) a penalty of 2.5% of the purchase order value for that specific project will be applied;
 - iii) SITA will notify the contractor telephonically that a problem is experienced at a specific (in scope) site(s), and that he needs to attend to site immediately. The contractor shall provide the number of his call centre, or representative that needs to be contacted for this purpose. The contractor shall have a qualified technician on site within 60 minutes from the first telephonic call/call attempt (unless SITA agrees to an alternative response time with the contractor during the call). Plant / Infrastructure repairs shall start within 60 minutes from the first telephonic call/call attempt (unless SITA agrees to an alternative response time with the contractor during the call or on-site inspection). The 60-minute requirement will be heavily dependent on the severity of the incident. If the incident is less severe, SITA will settle for slightly longer response times. SITA will be the judge of the incident



- severity. Should the Support Contractor's response time to site exceed the specified 60 minute (or alternative duration as agreed to by SITA) a penalty equivalent to R10000.00 (Excl. VAT) will be applied, per incident;
- iv) Scoped remedial work specified in this document must be completed within the specified duration. A penalty to the value of R10000.00 (Excl. VAT) will be applied per incident to the contractor should the contractor not implement the scoped work within the specified duration;
 - d) Penalties shall be applied at SITA's discretion, following the breach of a Service Level Agreement. The contractor shall have the opportunity to provide a report, within seven calendar days following the incident or SITA's notice of penalty, indicating why the contractor deem the penalty not to be applied. SITA shall take this into consideration, but SITA's decision shall be final and shall deduct penalty values from the monthly invoices.

22. AS BUILT RECORDS

SITA has no As Built records available of the existing plant or buildings that forms part of this contract.

23. FINANCIALS

- a) The contractor must have the financial cash flow capability to carry the services rendered to SITA under this contract for a period of minimum three months;
- b) Should SITA not be satisfied with the quality of the work performed by the contractor / service provider, SITA has the right to reject the work. The Contractor / service provider must then redo the work to SITA's satisfaction at his own cost. No invoices for work under this contract must be submitted to SITA without a signed job card. No invoices shall be processed by SITA without the signed job card.
- c) All works executed against this contract shall be invoiced within thirty days of completion. Late invoices shall not be accepted or paid by SITA;
- d) The contractor must not exceed the contract value as indicated on the Letter of Award;
- e) The contractor must not execute any work that will be invoiced to SITA, without SITA's direct written instruction to execute such work. Should the contractor execute any work that will be invoiced to SITA, without SITA's direct written instruction to execute such work, SITA has the right to refuse payment for such work;
- f) The contractor must provide quotations for Ad Hoc work within 48 hours of request for small scope and within 96 hours for large scope of work. SITA shall have the right to negotiate lower rates directly with proposed subcontractors. SITA shall have the right to propose and/or nominate sub-contractors. The maintenance contractor may vet the proposed nominated sub-contractors and highlight any concrete risks to SITA. The maintenance contractor must appoint the sub-contractor or nominated sub-contractor and must manage and supervise the sub-contractor. SITA shall hold the Maintenance contractor responsible for any work executed by a sub-contractor or nominated sub-contractor. Any Ad Hoc work that can be completed within three days is considered small scope;
- g) Each quote submitted to SITA must have a contract financial summary sheet attached to the quote. This contract financial summary sheet must indicate the following: Contract value, value and details of invoices submitted to SITA to date, value and details of invoices not yet submitted to SITA to date, value and details of quotations submitted to SITA to date, value and details of quotations not yet submitted to SITA to date, value and details of payments made by SITA to date;
- h) Invoices for Preventive Maintenance purchase orders must be submitted within 7 calendar days after work has been completed for that month. Any invoices submitted beyond this date shall not be considered and shall be for the contractor's own account;

- i) SITA shall have the right to cancel a purchase order should the commencement or delivery period fall outside the SLA or agreed duration. Any costs then already incurred by the maintenance contractor shall be for the contractor's own account.

24. CONTRACT TERMINATION

This contract will automatically terminate upon either the lapse of the contract duration or exhaustion of the contract/budget amount.

25. WCA REGISTRATION

The supplier must be registered with the Work Men Compensation Act.

26. 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.

27. 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 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

28. BUSINESS CONTINUITY AND DISASTER RECOVERY PLANS

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.

29. SUPPLIER DUE DILIGENCE

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

30. PREFERENCE GOAL REQUIREMENTS

- (d) 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.
- (e) 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.
- (f) **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.
- (g) Bidders need to keep auditable substantive records / evidence and upon request by **SITA** must be made available for audit and, or due diligence purposes.
- (h) **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.
- (i) **SITA reserves the right to** verify information / evidence provided by the Bidder.
- (j) **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 (a), (b) and (c) above.**

4.3 DECLARATION OF COMPLIANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
2. The bidder declares to ACCEPT ALL the Special Condition of Contract as specified in section 4 above by indicating with an "X" in the "ACCEPT ALL" column, OR		
3. The bidder declares to NOT ACCEPT ALL the Special Conditions of Contract as specified in section Error! Reference source not found. above by -		
(a) Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and;		
(b) 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:		

5. 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 2: Bid Evaluation Stages

Stage	Description	Applicable for this bid YES/NO
-------	-------------	--------------------------------

Stage 1	Administrative pre-qualification verification	YES
Stage 2	Technical Mandatory requirement evaluation	YES
Stage 3	Special Conditions of Contract verification	YES
Stage 4	Price / Preference points	YES

5.1 Administrative pre-qualification verification (Stage 1)

5.1.1 Attendance of physical mandatory site briefing session

- (a) A physical mandatory site briefing session will be held on **22 May 2023 at 11h00 at Sita Pietermaritzburg Data Centre, Natalia Building, 333 Jabu Ndlovu Street, Pietermaritzburg.**
- (b) Attendees of the mandatory tender briefing session needs to ensure that they sign the attendance register at the briefing session

5.1.2 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.

5.1.3 Administrative Pre-Qualification Verification

1. The bidder **must comply** with ALL of the bid pre-qualification requirements as mentioned under RFB Returnable, Point 2.2 of the Invitation to Bid document, must be included in the bid documentation for the bid to be accepted for evaluation.

The bidder needs to submit the bid response on the stipulated day, delivery method,time and correct format as specified in the " Invitation to Bid" cover page.

2. If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if SITA is unable to verify whether the pre-qualification requirements are met, then SITA reserves the right to-

- (a) Reject the bid and not evaluate it, or
- (b)Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.

5.2 Technical mandatory requirement evaluation (Stage 2)

5.2.1 Instruction and evaluation criteria

4. The bidder **must comply with ALL the requirements by providing substantiating evidence** in the form of documentation or information, failing which it will be regarded as "NOT COMPLY".
5. 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".
6. The bidder **must complete the declaration of compliance** as per section 0 below by marking with an "X" either "COMPLY", or "NOT COMPLY" with ALL of the technical mandatory requirements, failing which it will be regarded as "NOT COMPLY".
7. **The bidder must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS in order for the bid to proceed to the next stage of the evaluation.**

8. No URL references or links will be accepted as evidence.

2.1 TECHNICAL MANDATORY REQUIREMENTS

TECHNICAL REQUIREMENTS	MANDATORY	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
(1) BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS The bidder must be registered as an Electrical Contractor with the Department of Labour and be certified to work on three phase power (IE).		Attach to ANNEX B a copy of valid documentation (certificate, license, or letter) from Department of Labour as evidence that the bidder is registered as an Electrical Contractor and certified to work on three phase power (IE). NB: SITA reserves the right to verify information provided.	provide unique reference to locate substantiating evidence in the bid response – see Annex A section 1.1>
(2) PREVIOUS EXPERIENCE AND CAPABILITIES The bidder must have executed (or currently executing) electrical maintenance contracts including supply, installation, maintenance and support to at least (2) customers in the last five (5) years on: a) Automated Emergency Generators and switch gears that are linked to a UPS system.; and b) Of which the contract term of maintenance support is/was minimum one year in duration.		Provide in Annex B reference details from at least two (2) customers to whom the bidder executed (or currently executing) electrical and mechanical maintenance contracts including supply, installation, maintenance and support in the last five (5) years, where: a) Automated Emergency Generators and switch gears are linked to a UPS system and b) the contract term of maintenance support is/was minimum one year in duration. NB: SITA reserves the right to verify information provided	<provide unique reference to locate substantiating evidence in the bid response – see Annex A: section 1.2>>
(3) CIDB RATING The bidder must have a valid Construction Industry Development Board (CIDB) rating of minimum EB4.		The Bidder needs to complete and sign The Bidder needs to complete and sign Annex D as evidence that the bidder is registered with the CIDB with a minimum rating of EB4 and attach this to Annex B as evidence that the bidder is registered with the CIDB with a minimum rating of EB4 and attach this to Annex B . NB: SITA reserves the right to verify information provided	<provide unique reference to locate substantiating evidence in the bid response – see AnnexA: section 1.3> >

5.3 DECLARATION OF COMPLIANCE

	Comply	Not Comply
The bidder declares by indicating with an “X” in either the “COMPLY” or “NOT COMPLY” column that – (a) The bid complies with each and every TECHNICAL MANDATORY REQUIREMENT as specified in SECTION 5.2 above; AND (b) Each and every requirement specification is substantiated by evidence as proof of compliance.		

5.4 Special Conditions of Contract (Stage 3)

Please refer to point 4.3

5.5 Price and Preference Points Evaluation (Stage 4)

5.5.1 Bid Pricing Schedule

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

5.5.2 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

- 2.1 Bidder will be bound by the following general costing and pricing conditions and SITA reserves the right to negotiate the conditions or automatically disqualify the bidder for not accepting these conditions:
 - (a) All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
 - (b) The cost of delivery, labour, S&T, overtime, etc. must be included in this bid.
 - (c) All additional costs must be clearly specified.
 - (d) SITA reserves the right to: negotiate pricing with the successful bidder prior to the award as well as envisaged quantities.
- 2.2 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.
- 2.3 The bidder must complete the declaration of acceptance as per **section 5.5.3** below by marking with an “X” either “ACCEPT ALL”, or “DO NOT ACCEPT ALL”, failing which the declaration will be regarded as “DO NOT ACCEPT ALL” and the bid will be disqualified.

5.5.3 Declaration of Acceptance

	ACCEPT ALL	DO NOT ACCEPT ALL
<ol style="list-style-type: none"> 1. The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in par 5.5 above by indicating with an "X" in the "ACCEPT ALL" column, or 2. The bidder declares to NOT ACCEPT ALL the Costing and Pricing Conditions as specified in par 5.5 above by - <ol style="list-style-type: none"> (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. 		
Comments by bidder: Provide the condition reference, the reasons for not accepting the condition.		

6 Preference Requirements

- (a) The bidder must complete in full all the PREFERENCE requirements.
- (b) 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.
- (c) Points will be allocated for each **PREFERENCE requirement** as per the criteria set in each section in the **table** below.
- (d) **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**.
- (e) **Preference Goal Requirements**
 - (i) The applicable Preference Point system for this tender and points claimed is 80/20.
 - (ii) The specific Preferential Goal Requirements for this tender is indicated in **Annexure A table 4 below**.
 - (iii) **Failure on the part of a bidder to complete both the 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.**
 - (iv) 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.
 - (v) **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 Preferential Goals identified for this tender for the duration of the contact set in each section in Annexure A table 5 below.**

- (vi) 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.
- (vii) 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.
- (viii) The Bidder **must sustain, or improve** the company's BBBEE Level for the duration of the contract which will form part of the Contractual Agreement.
- (ix) **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.
- (x) 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.
- (xi) **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.
- (xii) **SITA reserves the right to** verify information / evidence provided by the Bidder.

Annex A: Bidder substantiating evidence

1 Technical Mandatory Requirement Evidence

1.1 Bidder Certification / Affiliation Requirements

- (a) Attach a copy of the valid documentation (certificate, license or letter) from the Department of Labour as evidence that the bidder is registered as an Electrical Contractor and certified to work on three phase power (IE)

1.2 Previous Experience and Capabilities

Complete table below, noting that:

- a) The Bidder must provide reference details from at least two (2) customers to whom the bidder executed (or currently executing) electrical and mechanical maintenance contracts including supply, installation, maintenance and support where:
- i) Automated Emergency Generators and switch gears are linked to a UPS system.; and
 - ii) contract term of maintenance support is/was minimum one year in duration.
- b) Project end-date must be in the past five years.
- c) Scope of work must be related, (Supply, install, Maintain and Support).

Table 1: References

No	Company name	Reference Name, Tel and/or email	Project Scope of work	Project Start and End-date
1	<Company name>	<Person Name> <Tel> <email>	< Provide the details of the scope for a project where the bidder executed (or currently executing) electrical and mechanical maintenance contracts including supply, installation, maintenance and support in the last five (5) years >	Start Date: End Date:
2	<Company name>	<Person Name> <Tel> <email>	< Provide the details of the scope for a project where the bidder executed (or currently executing) electrical and mechanical	Start Date: End Date:

No	Company name	Reference Name, Tel email	Person and/or	Project Scope of work	Project Start and End-date
				maintenance contracts including supply, installation, maintenance and support in the last five (5) years >	

1.3 CIDB Rating

- (a) The Bidder needs to complete and sign **Annex B** as evidence that the bidder is registered with the CIDB with a minimum rating of **EB4** and **attach this to Annex C**.
and,
- (b) The Bidder needs to also **attach** proof of CIDB registration with **Annex C here**.

NOTE (1):
SITA reserves the right to verify information provided.

2 Preference Points Preferential Goals Evidence

- (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 1** 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 1** below.
 - (c) Failure on the part of a bidder to complete the **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.
 - (d) The Bidder **must** indicate how they claim points **for each of the preference point** by completing **SBD 6.1** and attach the signed document to **Annexure B**.
 - (e) 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 Preferential Goals identified for this tender for the duration of the contact set in each section in **table 1** below.
 - (f) 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.
 - (g) 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.
 - (h) 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.

- (i) **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.
- (j) Bidders need to keep auditable substantive records / evidence and upon request by **SITA** must be made available for audit and, or due diligence purposes.
- (k) **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.
- (l) **SITA reserves the right to** verify information / evidence provided by the Bidder.
- (m) **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 (g), (h) and (i) above.

Table 1: Preference Goal Requirements

Preferential Requirements	Goal	Preferential Goal Requirements for (80/20) system		
Preferential Requirements allocated for this tender	Goal allocated	Number of points allocated (80/20) system (To be completed by the organ of state)	Substantiating evidence and evidence reference to be completed by bidder. Evaluation per requirement: Each requirement indicated in the tables below must be completed and points will be allocated based on the evidence required below for the (80/20) system	Evidence reference for the (80/20) system
BBBEE:		20,0		
BBBEE Requirements			Evidence: The Bidder must provide a copy of relevant evidence for the Preferential Goal points which the Bidder qualifies for. Points allocation: Points will be allocated in line with the BBBEE table 2 in section 8.4.1.	<provide unique reference to locate (80/20) system substantiating evidence in the bid response – Annex B, section 11>
Promotion of Transformational Objectives.		20,0		
Total Point Allocation:		20,0		

Table 4: B-BEE Points Allocation

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

Table 5: Preferential Goal Requirements 80/20 Preference Points system

Preferential Goal Requirements	Points allocated	Example of Expected substantiating evidence	Number of points claimed	Substantiating evidence
The allocation of points for bidders that meet a certain B-BBEE level as defined in the Broad-Based Black Economic Empowerment Act;		<p>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.</p> <p>Points allocation: Points will be allocated in accordance with the B-BBEE table in par. 3</p>		<Provide unique reference to locate (80/20) preference point system substantiating evidence here>.

Annex B: CIDB Registration Requirement

The Bidder needs to complete and sign **ANNEX B** to confirm that the Bidder is registered with the Construction Industry Development Board (CIDB) with a minimum rating of **EB4**.

The Bidder needs to indicate their CIDB rating by ticking next to the relevant CIDB rating in the table below:

Service and Support (Milestones)	CIDB Rating	Indicate the CIDB rating here by ticking next to the appropriate rating
CIDB Rating (minimum rating of EB4)	EB4	

The Bidder needs to provide their CRS number and Expiry date in the space in the table below:

Requirement	Bidder CRS Number
Bidder to provide their CRS number (minimum of EB4):	

Requirement	CIDB Expiry Date
Bidder to provide CIDB Expiry Date (minimum of EB4):	

The Bidder confirms and will ensure compliance to the CIDB Basic Guide General Conditions of Contract for Construction Works (GCC 2004) as referred to in **Annex A** for the Bid Specification Scope of work for the duration of the contract.

I, the Supplier (Full names) representing (company name)..... hereby confirm that the Bidder is registered with Construction Industry Development Board (CIDB) and understand that it will form part of the contract and is legally binding.

Thus done and signed at On this.....day of.....20....

Signature

Designation:

Annexure C: Basic Guide General Conditions of Contract for Construction Works (GCC 2004)