**BID SPECIFICATION**

COVER PAGE (SUMMARY)

|  |  |
| --- | --- |
| **RFQ No:** | **RFB 2621-2022** |
| **Description** | **Request For ICT Server Room Upgrade For Lepelle-Nkumpi Local Municipality With Three (3) Years Maintenance And Support.** |
| **Publication Date** | **10 August 2022** |
| **Virtual Non-Compulsory briefing** | Non-Compulsory briefing session will be held as follows:  Briefing Session will be held as follows:  Date: 17 August 2022  Time: 11:00 am (South African Time)  Place: Virtual  **Bidders to send request for link by no later than 15 August 2022 @ 16:00pm (**[**pitsi.mashamaite@sita.co.za**](mailto:pitsi.mashamaite@sita.co.za) **)** |
| **Closing Date for questions / queries** | **22 August 2022 @ 16:00pm** |
| **Bid Response Submission Address** | Tender Office  459 Tsitsa Street, Erasmuskloof, Pretoria, 0105 |
| **RFQ Closing Details and Time** | **Date:**  **02 September 2022**  **Time:** 11:00am (South African Time) |
| **RFQ Validity Period** | **120** Days from the Closing Date |

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1. INTRODUCTION

# PURPOSE AND BACKGROUND

## PURPOSE

The purpose of this RFB is to invite Suppliers (hereinafter referred to as “bidders”) to submit bid for “ICT Server room upgrade for Lepelle-Nkumpi Local Municipality”.

## BACKGROUND

Lepelle-Nkumpi Local Municipality requested SITA for the ICT Server room upgrade. The Local Municipality is required to upgrade the server room because the current state of the server room doesn’t align as per the SITA DRP Risk Assessment Report and DR Strategy requirements.

# SCOPE OF BID

## SCOPE OF WORK

The scope of work is for the supplier to provide the ICT server room upgrade solution. Thus:

1. Supply the protection against environmental threats (humidity and temperatures) in the server room
   1. Supply, install and configure CRAC (Computer Room Air-conditioned) unit – down blower including the maintenance and support contract
   2. Only supply maintenance contract for existing 2x Air-Conditioners
2. Supply the protection against Power Outage in the server room
   * 1. Supply, install and configure Uninterruptible Power Supply (UPS) Solution including the maintenance and support contract
3. Supply the protection against water (floods) in the server room
   1. Supply and install raised floor
   2. Supply, install and configure water detectors
4. Supply the protection against Fire on the server room
   1. Supply, install and configure smoke detectors
   2. Supply, install and configure fire suppressions
   3. Supply Serviced portable fire extinguishers
   4. Supply, install and configure fire sprinklers
   5. Supply safe floor tiles (fire-proofed)
   6. Supply safe walls (fire-proofed)
   7. Paint walls with fire proof paint
   8. Cover windows with moisture resistance board fire proof
   9. Supply and install the fire proof door
5. Supply the protection against Human Threats (Theft and Destruction) in the server room
   1. Supply, install and configure Environmental Rack 43U Cabinet with the following features and benefits;
      1. 43U cabinet with climate control
      2. Automated fire protection
      3. Environmental monitoring
      4. SMS and Email alerts
      5. Biometric access control
      6. Remote power management
      7. Integrated UPS.
      8. Fully managed with monitoring to avoid any downtime.
   2. Supply, install and configure CCTV camera solution
      1. Cameras must be internal and external with remote site access
   3. Supply, install and configure access control locks
6. Supply the maintenance and support service for Lepelle-Nkumpi Local Municipality’s ICT production site and local Disaster Recovery site server rooms shall cover the following:
   1. Maintenance and support services for the period of 36 months.
   2. Maintenance and support of the municipal ICT Production site and the local Disaster Recovery server room - See 2.2. Delivery Address for both server room physical addresses.
   3. Maintenance and support of the network hardware of the municipality ‘s ICT infrastructure for both the ICT Production site and the local Disaster Recovery environments.
   4. Replacement of the network equipment’s or hardware as and when the need arises.
7. Provide informal training / skills transfer to the municipality and SITA officials

## DELIVERY ADDRESS

The goods or services must be supplied or provided at the following physical address:

|  |  |  |
| --- | --- | --- |
| **#** | **SITE** | **GPS Coordinates** |
|  | Lepelle-Nkumpi Local Municipality | 170 BA Civic Centre, Unit F, Lebowakgomo, 0737 |
|  | Disaster Recovery site | 2nd floor, Lepelle-Nkumpi cultural centre, Lebowakgomo, 0737 |

# TECHNICAL REQUIREMENT OVERVIEW

## PRODUCT REQUIREMENT

### Hardware Requirements

|  |  |  |
| --- | --- | --- |
| OEM | Product | Features/Technical Specifications |
| Non-Brand | Raised floor (facility cable management and airflow control) | 200mm Raised flooring interlock system w/tile lifter p/m2 |
| Non-Brand | Cable tray (under raised floor) | 200mm cable tray p/m |
| Non-Brand | Fire suppression | Fire Panel with 4Zone detection panel |
| Non-Brand | Fire extinguisher | 9Kg Fire extinguisher |
| Non-Brand | Biometric Access Control | Biometric Access Control with maglock and door closer |
| Non-Brand | Fire proof door | Fire proof door |
| Non-Brand | Network points | CAT6 - network points with flash mount |
| Non-Brand | 10Way PDU | Cable: IEC 1.8m  Size: 1.5U  Material: Aluminium Shell  Voltage: 220V-250V 50Hz-60Hz  Maximum Current: 16A  Mounting: Vertical Mounting in Network Cabinet  Dimensions: 710 x 65 x 50mm |
| Non-Brand | 32A industrial 3pin plug and socket (Caravan Plug) | Pins: 3  Voltage: 230V AC  Amperage: 32A  IP rating: IP44 |
| Non-Brand | Dedicated earth bar for server room | Single point grounding system |
| Non-Brand | 16A power points | 16A dedicated power points |
| Non-Brand | Skirting covers | Water Proof Skirting covers p/m |
| Non-Brand | Distribution Board (DB) | 12Way Distribution Board (DB) wired |
| Non-Brand | 2U blanking plates | 2U Blanking plate 483mm(W)x 89mm(H) – size to be measured for confirmation |
| Non-Brand | Fire-resistant Windows | Cover windows with moisture resistant and fire proof board |
| Non-Brand | CRAC (Computer Room Air-conditioner) unit – down blower | 10.3kW DX Air Conditioning CRAC Units |
| Non-Brand | Uninterruptible Power Supply (UPS) - | Smart-UPS 10kVA/10kW On-Line, Rackmount 6U, 230V/400V, 6x C13+4x C19 IEC outlets, Network Card + Smart Slot, Extended runtime, Rail kit included |
| Non-Brand | Environmental Rack 43U Cabinet with GSM module via SMS/Email (water, fire, temperature, humidity, door control) | * 43U cabinet with Climate control * Environmental monitoring   + GSM-based system that will link to all cabinet facilities and alert via text or email.   + Couple this with the PDU and UPS.   + SNMPTCP/IP web-based system to complete full monitoring.   + Up to 5-day built-in UPS.   + Alert on UPS, smoke, power, access, water leak, remote control of doors, emergency cooling.   + Also monitors the environment outside the cabinet. * Biometric access control with remote control (GSM) * Automated fire protection including;   + Fire Suppression - Double knock release system aerosol or gas * Backup power – Integrated UPS   + Unique design UPS with built in/removable bypass and DB combination   + Full SNMP / GSM / AS400 modules   + Standard and extended battery backup |
| Non-Brand | CCTV Camera 4 Channel System | All in one system-DIY 4 Channel AHD kit with 1.3MP, 16" LCD screen & 500GB Hard drive  Systems contains the follow:   * 1x 4 channel H.264 AHD DVR * 4x 720p digital Cameras 4x 18m BNC to BNC Cable * 1x Power Supply Adaptor 1x 1 to 4 Power Splitter Cable * 1x USB Mouse * 1x Operating Manual * 1 x Ecco 16" LCD monitor * 1 x 500GB Hard drive * 1 x 1.5M HDMI cable   Specs   * CCTV System * 4 Channel H.264 HD-DVR Kit * With 4 pcs 720P cameras and 4x 18m cables * Support mobile phone remote viewing Day/Night waterproof camera's Motion detection * Real hexaplex operation - simultaneous record, playback, mobile phone live view, backup, control & remote access. -Support 720P real-time record Motion detection * Video: 4ch 1080P @25fps Recording * 4 x1080P @25fps Playback * 4ch Audio in/ 1ch Audio out   LCD Screen   * Aspect Ratio 4:3 * Resolution 1024x768 * RF, HDMI, PC AUDIO, VGA, VIDEO, L/R AUDIO, USB AC100 - 240W * Consumption: 35W * 490x97x355mm (LxWxH) |

## BILL OF MATERIAL

|  |  |
| --- | --- |
|  |  |
| 12 | 200mm Raised flooring interlock system w/tile lifter p/m2 |
| 15 | 200mm cable tray p/m (under raised floor) |
| 1 | Fire suppression with 4Zone detection panel |
| 2 | 9Kg Fire extinguisher |
| 1 | Biometric Access Control with maglock and door closer |
| 2 | Fire proof door |
| 10 | CAT6 network points with – flash mount |
| 2 | 10Way PDU |
| 1 | 32A industrial 3pin plug and socket (Caravan Plug) |
| 1 | Dedicated earth bar for server room |
| 5 | 16A dedicated power points |
| 15 | Skirting covers p/m |
| 1 | 12Way DB wired |
| 10 | 2U blanking plates |
| 1 | Cover windows with moisture resistant and fire proof board |
| 2 | CRAC (Computer Room Air-conditioner) unit – down blower |
| 1 | Uninterruptible Power Supply |
| 1 | Environmental Rack 43U Cabinet with GSM module via SMS/Email (water, fire, temperature, humidity, door control) |
| 1 | CCTV Camera 4 Channel System |

## 

## PROJECT REQUIREMENTS

### PROJECT DELIVERY SCHEDULE AND PERFORMANCE

| **Duration** | **Office** | **Deliverables** | **Statement of Work** |
| --- | --- | --- | --- |
|  | Lepelle-Nkumpi Local Municipality Production Office | Environment Assessment |  |
| As-To-Be Design Plan |  |
| Resource Planning |  |
| Protection against environmental threats (humidity and temperatures) | As per scope of work in 2.1 |
| Supply the protection against Power Outage in the server room | As per scope of work in 2.1 |
| Supply the protection against water (floods) in the server room | As per scope of work in 2.1 |
| Supply the protection against Fire in the server room | As per scope of work in 2.1 |
| Supply the protection against Human Threats (Theft and Destruction) in the server room | As per scope of work in 2.1 |
| Supply the maintenance and support services for the server room | As per scope of work in 2.1 |
| Provide informal training / skills transfer to the municipality and SITA officials | As per scope of work in 2.1 |
|  | Lepelle-Nkumpi Local Disaster Recovery Site | Supply the maintenance and support services for the server room | As per scope of work in 2.1 |

# BID EVALUATION STAGES

1. The bid evaluation process consists of several stages that are applicable according to the nature of the bid as defined in the table below.
2. The bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation.

|  |  |  |
| --- | --- | --- |
| **Stage** | **Description** | **Applicable for this bid** |
| 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 / B-BBEE evaluation | YES |

* 1. ADMINISTRATIVE PRE-QUALIFICATION

# ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

## ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION

1. The bidder **must comply** with ALL of the bid pre-qualification requirements in order for the bid to be accepted for evaluation.
2. If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if SITA is unable to verify whether the pre-qualification requirements are met, then SITA reserves the right to –
   1. Reject the bid and not evaluate it, or
   2. Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.

## ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

1. **Submission of bid response**: The bidder has submitted a bid response documentation pack –
   1. that was delivered at the correct physical or postal address and within the stipulated date and time as specified in the “Invitation to Bid” cover page, and;
   2. in the correct format as one original document, one copy and two copies on memory stick / USB.
2. **Attendance briefing session**: Non-compulsory virtual briefing session to be held.
3. **Registered Supplier.** The bidder is, in terms of National Treasury Instruction Note 3 of 2016/17, registered as a Supplier on National Treasury Central Supplier Database (CSD).

   2. MANDATORY AND FUNCTIONAL REQUIREMENTS

# MANDATORY REQUIREMENTS

## INSTRUCTION AND EVALUATION CRITERIA

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

## 

## MANDATORY REQUIREMENTS

| ***MANDATORY REQUIREMENTS*** | ***Substantiating evidence of compliance***  *(used to evaluate bid)* | ***Evidence reference***  *(to be completed by bidder)* |
| --- | --- | --- |
| 1. **BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS**   The bidder must be a registered OSM/OEM partner or an accredited reseller to provide an ICT server room upgrade and maintenance solution. | Attach to ANNEX B a copy of OEM/OSM documentation (valid certificate, license or letter) that the bidder is a registered OEM/ OSM partner or accredited reseller to provide an ICT server room upgrade and maintenance solution.  **Note: SITA** reserves the right to verify if partnership is valid at the time of bid. | <provide unique reference to locate substantiating evidence in the bid response – see Annex B 10.1> |
| 1. **BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS**   The bidder must have provided the supply for protection against environmental threats, Power Outage, water (floods), Fire and Human Threats in the server room, and supply the maintenance and support services (as per scope of work) for the server room to at least one (1) customer during the past four (4) years. | Provide reference details of one (1) customer to whom the supply for protection against environmental threats, Power Outage, water (floods), Fire and Human Threats in the server room, and supply the maintenance and support services for the server room in the past four (4) years.  **Note:** SITA reserves the right to verify information provided | <provide unique reference to locate substantiating evidence in the bid response – see Annex B 10.2 Table 1> |
| 1. **TECHNICAL PRODUCT OR SERVICE REQUIREMENTS**   **The bidder must confirm compliance to the products/service requirements for upgrading of the Server Room.** | The bidder must confirm that they comply with the Technical / Scope of Work Requirements by completing ANNEXC: Addendum1, table 2. | <provide unique reference to locate substantiating evidence in the bid response – see Annex B 10.3, table 2> |
| 1. **LOCAL CONTENT REQUIREMENT**   Provide a declaration, using Standard Bidding Document (SBD) 6.2 “DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS” (attached to this RFB) that the at least the minimum local content target for the designated sector “Electrical and Telecom cables” will be achieved. | Provide (Attach to Annex B) a declaration, using Standard Bidding Document (SBD) 6.2 “DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS” (attached to this RFB) that the local content target for designated sector “Electrical cable products” is at least 90%. | <provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 10.4 and Annexure D> |

## DECLARATION OF COMPLIANCE

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

* 1. SPECIAL CONDITIONS OF CONTRACT (SCC)

# SPECIAL CONDITIONS OF CONTRACT

## INSTRUCTION

1. The successful supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the successful Supplier. However, SITA reserves the right to include or waive the condition in the signed contract.
2. SITA reserves the right to –
   1. Negotiate the conditions, or
   2. Automatically disqualify a bidder for not accepting these conditions.
3. In the event that the bidder qualifies the proposal with own conditions, and does not specifically withdraw such own conditions when called upon to do so, SITA will invoke the rights reserved in accordance with subsection 7.1 (2) above.
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.

## SPECIAL CONDITIONS OF CONTRACT

1. **CONTRACTING CONDITIONS**
   1. **Formal Contract. The Supplier must enter into a formal written Contract (Agreement) with SITA.**
   2. **Right of Award.** SITA reserves the right to award the contract for required goods or services to multiple Suppliers.
   3. **Right to Audit. SITA reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct a financial audit or probity to ascertain whether a qualifying bidder has the financial wherewithal or technical capability to provide the goods and services as required by this tender.**
2. **DELIVERY ADDRESS.** The supplier must deliver the required products or services
   1. The physical locations as specified in section 2.2.
3. **SCOPE OF WORK AND DELIVERY SCHEDULE**

The Supplier is responsible to perform the work as outlined in Scope of work specified in section 2.1.

1. **SERVICES AND PERFORMANCE METRICS**
   1. SITA offices hours are from Monday to Friday between 7h00 am and 17h00 pm.
2. **SUPPLIER PERFORMANCE REPORTING**
   1. Bidders are required to describe the engagement model from outset to signoff.
   2. Bidders are required to submit a detailed proposed implementation/project plan that concisely indicate timelines for the duration of the service.
   3. Bidders are required to meet with the department and provide implementation/project plan and scope of work before commencing with any work.
   4. Bidders are required to submit full or all documentation upon completion of the project
   5. The Department will not allow any export of the rules from the old Firewall, the bidder must articulate in a plan the best approach of having the rules into the new solution.
3. **CERTIFICATION, EXPERTISE AND QUALIFICATION**
   1. **The Supplier represents that,** 
      1. **it has the necessary expertise, skill, qualifications and ability to undertake the work required in terms of the Statement of Work or Service Definition;**
      2. **it is committed to provide the Products or Services; and**
      3. **perform all obligations detailed herein without any interruption to the Customer.**
   2. 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;
   3. The Supplier must perform the Services in the most cost-effective manner consistent with the level of quality and performance as defined in Statement of Work or Service Definition;
   4. SITA reserves the right to verify if the OSM/OEM partnership is valid at time of contracting.
   5. **Original Equipment Manufacturer (OEM) or Original Software Manufacturer (OSM) work. The Supplier must ensure that work or service is performed by a person who is certified by Original Equipment Manufacturer or Original Software Manufacturer.**
4. **LOGISTICAL CONDITIONS**
   1. **Hours of work**. The hours will be normal working days, 07h00 am to 17h00 pm, unless instructed to work outside normal working hours which will be arranged by personnel.
   2. 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.
   3. **Tools of Trade**. The Supplier must supply its own tools of trade.
   4. **On-site and Remote Support**. The Supplier must provide both on-site and remote support (Skype/TeamViewer session and Telephone support) 365, 24 hours a day, seven days a week.
   5. **Support and Help Desk**. The Supplier must provide service portal that provide staff access to information relating to the service support 365, 24 hours a day, seven days a week.
5. **SKILLS TRANSFER AND TRAINING**
   1. The Supplier must provide training on the proposed solution or product to technical staff to operate and support the product or solution after implementation.
   2. The nature of the training must be hands-on.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Business Area** | **Training Objective** | **Total number of SITA / Lepelle-Nkumpi employees** | **Type of training** |
|  | **ICT Risk** | **On-site Hands-on Training**  To provide training to use and manage the new ICT upgraded solution. | **3** | Over the shoulder training. |
|  | **ICT Risk** | **Continuous access to online training and course material**  To provide training to use and manage the new ICT upgraded solution | **3** | Online training resources |

1. **REGULATORY, QUALITY AND STANDARDS**
2. **The Supplier must for the duration of the contract ensure compliance with ISO/IEC General Quality Standards, and Protection of Personal Information Act (POPIA).**
3. **PERSONNEL SECURITY CLEARANCE**
   1. **The Supplier personnel who are required to work with information related to NATIONAL SECURITY must have a valid South African security clearance or must apply within 30 days of the signed contract for a security clearance to the level of CONFIDENTIAL at the expense of the Supplier from the South African State Security Agency or duly authorised Personnel Security Vetting entity of SA Government.**
   2. **The Supplier personnel who are required to work with GOVERNMENT CLASSIFIED information or access government RESTRICTED areas must be a South African Citizen and at the expense of the Supplier be security vetted (pre-employment screening, criminal record screening and credit screening).**
   3. **The Supplier must ensure that the security clearances of all personnel involved in the Contract remains valid for the period of the contract.**
4. **CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS**
   1. **The Supplier, including its management and staff, must before commencement of the Contract, sign a non-disclosure agreement regarding Confidential Information.**
   2. Confidential Information means any information or data, irrespective of the form or medium in which it may be stored, which is not in the public domain and which becomes available or accessible to a Party as a consequence of this Contract, including information or data which is prohibited from disclosure by virtue of:
      1. the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);
      2. being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Contract;
      3. being information or data, which one Party provides to another Party or to which a Party has access because of Services provided in terms of this Contract and in which a Party would have a reasonable expectation of confidentiality;
      4. being information provided by one Party to another Party in the course of contractual or other negotiations, which could reasonably be expected to prejudice the right of the non-disclosing Party;
      5. being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;
      6. being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;
      7. being financial, commercial, scientific or technical information, other than trade secrets, of a Party, the disclosure of which would be likely to cause harm to the commercial or financial interests of a non-disclosing Party; and
      8. being information supplied by a Party in confidence, the disclosure of which could reasonably be expected either to put the Party at a disadvantage in contractual or other negotiations or to prejudice the Party in commercial competition; or
      9. information the disclosure of which would be likely to prejudice or impair the safety and security of a building, structure or system, including, but not limited to, a computer or communication system; a means of transport; or any other property; or a person; methods, systems, plans or procedures for the protection of an individual in accordance with a witness protection scheme; the safety of the public or any part of the public; or the security of property; information the disclosure of which could reasonably be expected to cause prejudice to the defence of the Republic; security of the Republic; or international relations of the Republic; or plans, designs, drawings, functional and technical requirements and specifications of a Party, but must not include information which has been made automatically available, in terms of the Promotion of Access to Information Act, 2000; and information which a Party has a statutory or common law duty to disclose or in respect of which there is no reasonable expectation of privacy or confidentiality;
   3. Notwithstanding the provisions of this Contract, no Party is entitled to disclose Confidential Information, except where required to do so in terms of a law, without the prior written consent of any other Party having an interest in the disclosure;
   4. Where a Party discloses Confidential Information which materially damages or could materially damage another Party, the disclosing Party must submit all facts related to the disclosure in writing to the other Party, who must submit information related to such actual or potential material damage to be resolved as a dispute;
   5. Parties may not, except to the extent that a Party is legally required to make a public statement, make any public statement or issue a press release which could affect another Party, without first submitting a written copy of the proposed public statement or press release to the other Party and obtaining the other Party's prior written approval for such public statement or press release, which consent must not unreasonably be withheld.
5. **GUARANTEE AND WARRANTIES****.** The Supplier warrants that:
   1. 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, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier;
   2. as at Commencement Date, it has the rights, title and interest in and to the Product or Services to deliver such Product or Services in terms of the Contract and that such rights are free from any encumbrances whatsoever;
   3. the Product is in good working order, free from Defects in material and workmanship, and substantially conforms to the Specifications, for the duration of the Warranty period;
   4. during the Warranty period any defective item or part component of the Product be repaired or replaced within 3 (three) days after receiving a written notice from SITA;
   5. the Products is maintained during its Warranty Period at no expense to SITA;
   6. the Product possesses all material functions and features required for SITA’s Operational Requirements;
   7. the Product remains connected or Service is continued during the term of the Contract;
   8. all third-party warranties that the Supplier receives in connection with the Products including the corresponding software and the benefits of all such warranties are ceded to SITA without reducing or limiting the Supplier’s obligations under the Contract;
   9. no actions, suits, or proceedings, pending or threatened against it or any of its third-party suppliers or sub-contractors that have a material adverse effect on the Supplier’s ability to fulfil its obligations under the Contract exist;
   10. SITA is notified immediately if it becomes aware of any action, suit, or proceeding, pending or threatened to have a material adverse effect on the Supplier’s ability to fulfil the obligations under the Contract;
   11. any Product sold to SITA after the Commencement Date of the Contract remains free from any lien, pledge, encumbrance or security interest;
   12. SITA’s use of the Product and Manuals supplied in connection with the Contract does not infringe any Intellectual Property Rights of any third party;
   13. the information disclosed to SITA does not contain any trade secrets of any third party, unless disclosure is permitted by such third party;
   14. it is financially capable of fulfilling all requirements of the Contract and that the Supplier is a validly organized entity that has the authority to enter the Contract;
   15. it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into the Contract;
   16. the prices, charges and fees to SITA as contained in the Contract are at least as favourable as those offered by the Supplier to any of its other customers that are of the same or similar standing and situation as SITA; and
   17. any misrepresentation by the Supplier amounts to a breach of Contract.
6. **INTELLECTUAL PROPERTY RIGHTS** 
   1. SITA retains all Intellectual Property Rights in and to SITA's Intellectual Property. As of the Effective Date, the Supplier is granted a non-exclusive license, for the continued duration of this Contract, to perform any lawful act including the right to use, copy, maintain, modify, enhance and create derivative works of SITA's Intellectual Property for the sole purpose of providing the Products or Services to SITA pursuant to this Contract; provided that the Supplier must not be permitted to use SITA's Intellectual Property for the benefit of any entities other than SITA without the written consent of SITA, which consent may be withheld in SITA's sole and absolute discretion. Except as otherwise requested or approved by SITA, which approval is in SITA's sole and absolute discretion, the Supplier must cease all use of SITA's Intellectual Property, at of the earliest of:
      1. termination or expiration date of this Contract;
      2. the date of completion of the Services; and
      3. the date of rendering of the last of the Deliverables.
   2. If so required by SITA, the Supplier must certify in writing to SITA that it has either returned all SITA Intellectual Property to SITA or destroyed or deleted all other SITA Intellectual Property in its possession or under its control.
   3. SITA, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.
   4. Save for the license granted in terms of this Contract, the Supplier retains all Intellectual Property Rights in and to the Supplier’s pre-existing Intellectual Property that is used or supplied in connection with the Products or Services.
7. **GENERAL**

“The parties in this Agreement agree that the offer price of all the equipment shall be at the wholesale price or below wholesale price as agreed with the OEM. Should, at any time during the existence of the agreement that the offered price which is higher than the wholesale price or as agreed with the OEM, SITA client shall be entitled to such wholesale price with the exclusion of the mark-up which the reseller may have charged”.

**NOTE:** These conditions will form part of the contract obligations and suppliers are expected to comply in order for SITA to conclude an agreement with the potential suppliers. Failure to comply during finalisation of a contract may result to disqualification.

1. **COUNTER CONDITIONS**

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.

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

1. **SUPPLIER DUE DILIGENCE**

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

## DECLARATION OF ACCEPTANCE

|  | **ACCEPT ALL** | **DO NOT ACCEPT ALL** |
| --- | --- | --- |
| 1. The bidder declares to ACCEPT ALL the Special Condition of Contract as specified in section 7.2 above by indicating with an “X” in the “ACCEPT ALL” column, OR 2. The bidder declares to NOT ACCEPT ALL the Special Conditions of Contract as specified in section 7.2 above by -    1. Indicating with an “X” in the “DO NOT ACCEPT ALL” column, and;    2. Provide reason and proposal for each of the conditions that is not accepted. |  |  |
| **Comments by bidder:**  Provide reason and proposal for each of the conditions not accepted as per the format:  Condition Reference:  Reason:  Proposal: | | |

* 1. COSTING AND PRICING

# COSTING AND PRICING

## COSTING AND PRICING EVALUATION

1. In terms of Preferential Procurement Policy Framework Act (PPPFA), the following preference point system is applicable to all Bids:
   1. the 80/20 system (80 Price, 20 B-BBEE) for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); or
   2. the 90/10 system (90 Price and 10 B-BBEE) for requirements with a Rand value above R50 000 000 (all applicable taxes included).
2. This bid will be evaluated using the preferential point system of **80/20**, subject to the following conditions –
   1. If the lowest acceptable bid price is up to and including R50 000 000 (all applicable taxes included) then the 80/20 preferential point system will apply to all acceptable bids; or
   2. If the lowest acceptable bid price is above R50 000 000 (all applicable taxes included) then the 90/10 preferential point system will apply to all acceptable bids;
3. The bidder must **complete the declaration of acceptance** as per section 8.3 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. Bidder will be bound by the following general costing and pricing conditions and SITA reserves the right to negotiate the conditions or automatically disqualify the bidder for not accepting these conditions. These conditions will form part of the Contract between SITA and the bidder. However, SITA reserves the right to include or waive the condition in the Contract.

## COSTING AND PRICING CONDITIONS

1. The bidder must submit **the Pricing Schedule(s)** as prescribed in the Excel spreadsheet format provided.
2. **SOUTH AFRICAN PRICING**

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

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

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

1. **BID EXCHANGE RATE CONDITIONS**

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

|  |  |
| --- | --- |
| **Foreign currency** | **South African Rand (ZAR) exchange rate** |
| 1 US Dollar | R 16,71 |
| 1 Euro | R 20,19 |
| 1 Pound | R 17,02 |

1. **BID PRICING SCHEDULE**

Note:

* 1. Bidders **must** complete the bid pricing schedule in the Excel spreadsheet format provided.

## DECLARATION OF ACCEPTANCE

|  | **ACCEPT ALL** | **DO NOT ACCEPT ALL** |
| --- | --- | --- |
| 1. The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in section 8.2 above by indicating with an “X” in the “ACCEPT ALL” column, or 2. The bidder declares to NOT ACCEPT ALL the Costing and Pricing Conditions as specified in section 8.2 above by -    1. Indicating with an “X” in the “DO NOT ACCEPT ALL” column, and;    2. Provide reason and proposal for each of the condition not accepted. |  |  |
| **Comments by bidder:**  Provide the condition reference, the reasons for not accepting the condition. | | |

* 1. Terms and definitions

# ABBREVIATIONS

SITA State Information Technology Agency

ICT Information and Communication Technology

DRP Disaster Recovery Plan

UPS Uninterruptable Power Supply

SMS Short Message Service

EMAIL Electronic Mail

CCTV Closed-Circuit Television also known as Video Surveillance

DR Disaster Recovery

GSM Global System for Mobile Communications

PDU Power Distribution Unit

SNMP Simple Network Management Protocol

TCP/IP Transmission Protocol / Internet Protocol

CAT6 Category 6 UTP Cable

DB Distribution Board

OEM Original Equipment Manufacturer

OSM Original Software Manufacturer

PPPFA Preferential Procurement Policy Framework Act

B-BBEE Broad-Based Black Economic Empowerment

VAT Value Added Tax

ZAR South African Rand

SCC Special Conditions of Contract

1. BIDDER SUBSTANTIATING EVIDENCE

# MANDATORY REQUIREMENT EVIDENCE

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

Attach a copy of OEM/OSM documentation (valid certificate, license or letter) that the bidder is a registered OEM/ OSM partner or accredited reseller to provide an ICT server room upgrade and maintenance solution.

## ****10.2 BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS****

Complete table below, noting that:

* 1. The bidder must provide references of a customer to whom the supply of the server room upgrades and maintenance solution was provided in the last four (4) years.
  2. Scope of work must be related.

Table 1: References

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No** | **Company name** | **Reference Person Name, Tel and/or email** | **Project Scope of work** | **Project Start and End-date** |
| 1 | <Company name> | <Person Name>  <Tel>  <email> | < Provide details of a project, where the server room upgrade was delivered. | Start Date:  End Date: |

## ****10.3 SERVICE FUNCTIONAL REQUIREMENT****

The bidder must confirm that they comply with the Products/Service Requirements for Upgrade of the ICT Server Room as reflected in Annex C: Addendum 1 and attach it here.

**10.4 LOCAL CONTENT REQUIREMENT**

Complete the declaration in Annexure D, using Standard Bidding Document (SBD) 6.2 “DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS” (attached to this RFB) that at least the minimum local content target for the designated sector ““Electrical and Telecom cables” will be achieved.

**ANNEX C:** **ADDENDUM 1**

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

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

Table 2: References:

| **No** | **Project Scope of work** | **Indicate Comply**  **(Yes/No)** |
| --- | --- | --- |
| 1 | **PRODUCT OR SERVICE TECHNICAL REQUIREMENTS**  **The bidder proposed solution must meet the following requirements for Lepelle-Nkumpi Local Municipality Production Office:**  **1. Supply, Installation and Maintenance of the following;**   |  |  |  |  | | --- | --- | --- | --- | | Description | Capacity | | Qty | | Raised flooring interlock system w/tile lifter | 200mm Raised flooring interlock system w/tile lifter p/m2 | | 12 | | cable tray (under raised floor) | 200mm cable tray p/m (under raised floor) | | 15 | | Fire suppression | Fire suppression with 4Zone detection panel | | 1 | | Fire extinguisher | 9Kg Fire extinguisher | | 2 | | Biometric Access Control | Biometric Access Control with maglock and door closer | | 1 | | Fire proof door | Fire proof door | | 2 | | CAT6 network points | CAT6 network points with – flash mount | | 10 | | 10Way PDU | Cable: IEC 1.8m  Size: 1.5U  Material: Aluminium Shell  Voltage: 220V-250V 50Hz-60Hz  Maximum Current: 16A  Mounting: Vertical Mounting in Network Cabinet  Dimensions: 710 x 65 x 50mm | | 2 | | 32A industrial 3pin plug and socket (Caravan Plug) | Pins: 3  Voltage: 230V AC | | 1 | | Dedicated earth bar for server room | Dedicated earth bar for server room | | 1 | | Dedicated power points | 16A dedicated power points | | 5 | | Skirting covers | Water Proof Skirting covers p/m | | 15 | | DB wired | 12Way DB wired | | 12 | | 2U blanking plates | 2U Blanking plate 483mm(W)x 89mm(H) – size to be measured for confirmation | | 10 | | Cover windows with moisture resistant and fire proof board | Cover windows with moisture resistant and fire proof board | | 1 | | CRAC (Computer Room Air-conditioner) unit – down blower | |  |  | | --- | --- | | Nominal Cooling | 11.9kW | | Sensible Cooling | 10.3kW | | Audible Noise Level | 61dBA | | Installation Phase(s) | Single phase 230Vac 1ph 50Hz | | Energy Efficiency Ratio: | 2.97 not including the remote air-cooled condenser | | Airflow | 2800m≥/h | | Dimensions | 600Wx500Dx1980Hmm | | Nett Weight | 115Kg | | Warranty: | 36 months product or 5 years | |  |  | | | 2 | | Uninterruptible Power Supply (UPS) | |  |  | | --- | --- | | **Output** |  | | Max Configurable Power (Watts) | 10.0kWatts / 10.0kVA | | Output Voltage Distortion | Less than 2 % | | Output Frequency (sync to mains) | 50/60 Hz +/- 3 Hz Sync to mains | | Other Output Voltages | 220 V, 240 V | | Bypass | Internal bypass (automatic and manual) | | **Input** |  | | Input frequency | 40 - 70 Hz Auto-sensing | | Input voltage range for main operations | 100 - 275 Adjustable (half load), 173 - 476 Adjustable (half load)V | | Other Input Voltages | 220 V, 240 V, 380 V, 415 V | | **Battery** |  | | Battery type | Lead-acid battery | | Typical recharge time | 1.5hour(s) | | Nominal Battery Voltage | +/- 192 V (split battery referenced to neutral) | | Replacement Battery | APCRBC140 | | Expected Battery Life (years) | 3 - 5 | | Battery Charge Power (Watts) | 1.195kWatts | | **Communications & Management** |  | | Interface Port(s) | RJ-45 10/100 Base-T, RJ-45 Serial, Smart-Slot, USB | | Control panel | Multifunction LCD status and control console | | Audible Alarm | Audible and visible alarms prioritized by severity | | Emergency Power Off (EPO) | Yes | | Available SmartSlot™ Interface Quantity | 1 | | **Surge Protection and Filtering** |  | | Surge energy rating | 480Joules | | **Physical** |  | | Maximum Height | 263MM, 26.3CM | | Maximum Width | 432MM, 43.2CM | | Maximum Depth | 715MM, 71.5CM | | Net Weight | 111.82KG | | Shipping weight | 130.0KG | | Shipping Height | 461MM, 46.1CM | | Shipping Width | 600MM, 60.0CM | | Shipping Depth | 1000MM, 100.0CM | | Colour | Black | | Standard warranty | 3 years repair or replace (excluding battery) and 2 years for battery | | | 1 | | Environmental Rack 43U Cabinet | Typically have the following features:   * 43U cabinet with Climate control * Environmental monitoring * GSM-based system that will link to all cabinet facilities and alert via text or email. * Couple this with the PDU and UPS. * SNMPTCP/IP web-based system to complete full monitoring. * Up to 5-day built-in UPS. * Alert on UPS, smoke, power, access, water leak,remote control of doors, emergency cooling. * Also monitors the environment outside the cabinet. * Biometric access control with remote control (GSM) * Automated fire protection including; * Fire Suppression - Double knock release system aerosol or gas * Backup power – Integrated UPS * Unique design UPS with built in/removable bypass and DB combination * Full SNMP / GSM / AS400 modules * Standard and extended battery backup | | 1 | | CCTV Camera 4 Channel System | | All in one system-DIY 4 Channel AHD kit with 1.3MP, 16" LCD screen & 500GB Hard drive  Systems contains the follow:   * 1x 4 channel H.264 AHD DVR * 4x 720p digital Cameras 4x 18m BNC to BNC Cable * 1x Power Supply Adaptor 1x 1 to 4 Power Splitter Cable * 1x USB Mouse * 1x Operating Manual * 1 x Ecco 16" LCD monitor * 1 x 500GB Hard drive * 1 x 1.5M HDMI cable   Specs   * CCTV System * 4 Channel H.264 HD-DVR Kit * With 4 pcs 720P cameras and 4x 18m cables * Support mobile phone remote viewing Day/Night waterproof camera's Motion detection * Real hexaplex operation - simultaneous record, playback, mobile phone live view, backup, control & remote access. -Support 720P real-time record Motion detection * Video: 4ch 1080P @25fps Recording * 4 x1080P @25fps Playback * 4ch Audio in/ 1ch Audio out   LCD Screen   * Aspect Ratio 4:3 * Resolution 1024x768 * RF, HDMI, PC AUDIO, VGA, VIDEO, L/R AUDIO, USB AC100 - 240W * Consumption: 35W * 490x97x355mm (LxWxH) | 1 |   2. **Supply the 36 months contract maintenance and support service that shall cover the following:**   1. Only supply maintenance contract for existing 2 x Air-Conditioners 2. Maintenance and support of the server room 3. Maintenance and support of the network hardware of the municipality ‘s ICT infrastructure 4. Replacement of the network equipment’s or hardware as and when the need arises |  |
| 2 | **PRODUCT OR SERVICE TECHNICAL REQUIREMENTS**  **The bidder proposed solution must meet the following requirements for Local Disaster Recovery Office:**  **Only Supply the 36 months contract maintenance and support service that shall cover the following:**   1. Maintenance and support of the server room 2. Maintenance and support of the network hardware of the municipality ‘s ICT infrastructure 3. Replacement of the network equipment’s or hardware as and when the need arises |  |
| 3 | **Lepelle-Nkumpi Local Municipality Production Office:**  **SOLUTION REQUIREMENTS**   1. The ICT Server room upgrade solution requirements should successfully handle of security incidents to avoid the disruption of services of the organization to bring solution to the following areas;    1. Existence and proper use of the server room    2. Protection against human threats (theft and destruction of servers)       1. Integrated 43U cabinet rack monitoring system availability which is used to protect server rooms against human threats       2. Access control locks       3. Visitor’s book       4. Motion detector movement alarm system       5. Control room       6. CCTV camera       7. Accompanying of the visitors by an IT staff official into a server room    3. Protection against fire       1. Integrated 43U cabinet rack monitoring system availability which is used to protect servers against fire       2. Smoke detector       3. Fire alarm system       4. Fire suppressant       5. Serviced fire extinguisher       6. Sprinklers       7. Safe floors (fire-proofed – cannot catch a fire)       8. Safe walls (fire-proofed – cannot catch a fire)       9. Absence of combustibles – absence of papers and paper boxes lying around that can cause fire in the server room    4. Protection against water (floods)       1. Integrated 43U cabinet rack monitoring system availability which is used to protect server rooms against floods       2. Water detectors    5. Protection against environmental threats (humidity and temperatures)       1. Integrated 43U cabinet rack monitoring system availability which is used to protect server rooms humidity and temperatures       2. Install, supply and configure CRAC (Computer Room Air-conditioned) unit – down blower including the maintenance and support contract       3. Provide maintenance and support for the 2x existing Air conditioners in the server room    6. Protection against power outage       1. Integrated 43U cabinet rack monitoring system availability which is used to protect server rooms power outage       2. UPS    7. Housekeeping       1. Prohibition of eating, drinking and smoking 2. **Only supply 36 months’ maintenance and support service that shall cover the following:** 3. Only supply maintenance contract for existing 2 x Air-Conditioners 4. Maintenance and support of the server room 5. Maintenance and support of the network hardware of the municipality ‘s ICT infrastructure 6. Replacement of the network equipment’s or hardware as and when the need arises |  |
| 4 | **Local Disaster Recovery Office:**  **SOLUTION REQUIREMENTS**  1. **Supply the 36 months contract maintenance and support service that shall cover the following:**   1. Maintenance and support of the server room 2. Maintenance and support of the network hardware of the municipality ‘s ICT infrastructure 3. Replacement of the network equipment’s or hardware as and when the need arises |  |

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:

**ANNEX D: LOCAL CONTENT REQUIREMENTS**

1. **Mandatory Local Content Requirements:**
   1. The bidder must confirm compliance to the Mandatory Local Content requirements.
   2. The following documents are attached to guide guidance in completing the Local Content requirements:

* Document 01: Guidance Document for the Calculation of Local Content.
* Document 02: South African National Standard: Local goods, services and work – Measurement and verification of local content.
  1. The Bidder must complete, sign and submit the following documents at bid closure:
* Document 03: SBD 6.2 Declaration Certificate for Local Production and content for

Designated Sectors.

* Document 04: [Annexure C](http://www.thedtic.gov.za/wp-content/uploads/IP-annex-c.pdf): Local Content Declaration.
  1. The following Annexures should not be submitted by the bidder, however be kept by the by the bidder and be provide the documents upon request.
* Document 05: [Annexure D](http://www.thedtic.gov.za/wp-content/uploads/IP-annex-d.pdf): Imported Content Declaration.
* Document 06: [Annexure E](http://www.thedtic.gov.za/wp-content/uploads/IP-annex-e.pdf): Local Content Declaration.

**NOTE: Failure to complete, sign and submit the documents as requested in section 10.4 above at bid closing will result in disqualification.**