



**Annexure 1: Bid Specification:**

|  |  |
| --- | --- |
| **RFB REF. NO:** | **RFB 3143-2025** |
| **DESCRIPTION** | **Request for the Appointment of a Service Provider to Provide Maintenance & Support of Electrical Infrastructure at the SITA Sites.** |
| **PUBLICATION DATE** | **03 September 2025** |
| **VIRTUAL BRIEFING SESSION** | **Compulsory Virtual Briefing Session****Date: 12 September 2025****Time: 11:00am****Venue: Online (MS Teams). Bidders are requested to indicate in writing to the below email address of their intension to attend the briefing session, following which a link will be shared via email to allow attendance of the briefing session:** **Nokwanda.wasa@sita.co.za****.**  |
| **CLOSING DATE FOR QUESTIONS AND ANSWERS** | **22 September 2025** |
| **RFB CLOSING DETAILS** | **DATE: 29 September 2025****TIME: 11:00am (SOUTH AFRICAN TIME)****PLACE: Tender Office, 459 Tsitsa Street, Erasmuskloof, Pretoria, 0105** |
| **PUBLIC OPENING OF RFB RESPONSES** | **N/A** |
| **RFB VALIDITY PERIOD** | **200 Days** |

**NOTE: PROSPECTIVE BIDDERS MUST BE REGISTERED ON NATIONAL TREASURY’S CENTRAL SUPPLIER DATABASE (CSD) PRIOR TO SUBMITTING BIDS.**

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# Introduction and background

## Purpose

The purpose of this **RFB** is to invite Suppliers (hereinafter referred to as “bidders”) to submit bids for the “Appointment of a Service Provider for Maintenance, Support and Service of Electrical Infrastructure at SITA Pretoria Sites for a Period of Thirty-Sixty (36) Months.

## Background

Electrical plant maintenance is essential for the reliability of the power supply for the continued operation of critical computer environments. Higher reliability is achieved by having good maintenance support and rapid response to service interruptions. The level of expertise, services, and work required is not available within SITA and needs to be outsourced. The scope of service is based on the schedule for planned maintenance and breakdowns of the emergency electrical equipment.

# Scope of Bid

## Scope of Work

The scope of work by the bidders is to provide preventative and corrective electrical equipment and infrastructure at the SITA Data Centres in the Pretoria area, including

1. On-site Disaster Recovery Support with a maximum 60-minute incident response time.
2. On-site routine and scheduled maintenance.
3. On-site corrective and Remedial maintenance. (The cost for this item is not deemed part of the Scheduled Maintenance rate. The cost for this item will be based on corrective maintenance labour unit rates and cost-plus percentage markup on the material.)
4. On-site Callouts and Emergency Maintenance followed by a Root Cause Analysis. (The cost for this item is not deemed part of the Scheduled Maintenance rate. The cost for this item will be based on unit rates for call-out fee per incident as specified on corrective maintenance labour unit rates.)
5. Support and critical repairs with required service level: Availability 24/7/365 during the Thirty-Six (36) months contract period, with a maximum 60-minute incident response time.
6. Upon SITA’s request, the bidder must provide inspection and quality assurance services on other SITA bidders’ work for SITA systems that impact the equipment performance and services on this scope.
7. Upon SITA’s request, provide services relating to the isolation and commissioning infrastructure specified in this scope.
8. The services described under this scope will be required for a period of Thirty-Sixty (36) Months. The service will be “works order based” for known corrective maintenance requirements and be “callout based” (followed by a works order) for power incidents where immediate response is required.

## Delivery address

Table 1: SITA Pretoria Addresses

|  |  |  |
| --- | --- | --- |
| **No** | **Site Name** | **Physical Address** |
| 1 | SITA Numerus | 35 Hamilton Street, Pretoria |
| 2 | SITA Beta  | 222 Johannes Ramokhoase, Pretoria |
| 3 | SITA Erasmuskloof | 459 Tsitsa Street, Pretoria |
| 4 | SITA Centurion  | 1108 John Vorster Drive, Centurion, Pretoria |

# Requirements

## Detailed Requirements

The detailed scope of work by the bidders is to provide preventative and corrective electrical equipment and infrastructure at the SITA Data Centres in the Pretoria area, including:

1. On-site routine and scheduled maintenance for all electrical equipment sets specified in section 3.2 with original parts and spares:
	1. **Attendance of Periodic Generator Testing, including Mains Fail Testing**, including travel, labour, material, tools, and consumables., and provide the specified report. This will include Medium Voltage switchgear switching and inspections
	2. **Monthly Inspections:** offload testing and inspections, including plant room maintenance, will be performed monthly. The bidder's technical team will perform the work, and the bidder’s price will include travel to the relevant site, labour, materials, tools, and any other tools and equipment to perform the specified services.
	3. **Routine electrical equipment inspections and plant maintenance:** Technical teams will perform routine detailed inspections of all generators sets and plant maintenance. The work will include travel to the relevant site. The work will also include materials, tools, and any other tools and equipment needed to perform the job.
	4. **Transformer and Medium Voltage Switchgear Oil Test**. This includes travelling to the relevant site, labour, and collecting samples, materials/spares, consumables, and tools.
2. On-site corrective and Remedial maintenance, including ad-hoc requests for major component repairs/replacement or refurbishment.
3. On-site Callouts and Emergency Maintenance followed by a Root Cause Analysis.
4. Support and critical repairs with required service level: Availability 24/7/365 during the Thirty-Six (36) months contract period, with a maximum 60-minute incident response time.
5. Upon SITA’s request, the bidder must provide inspection and quality assurance services on other SITA electrical bidders’ work for SITA systems that impact the equipment performance and services on this scope.
6. Upon SITA’s request, provide services relating to the isolation and commissioning infrastructure specified in this scope.
7. The services described under this scope will be required for a period of Thirty-Sixty (36) months. The service will be “works order based” for known corrective maintenance requirements and be “callout based” (followed by purchase order).

## Existing Electrical Equipment Details

The manufacturer’s details for the existing electrical equipment set are as follows:

### SITA Numerus

The manufacturer’s details for the existing electrical equipment are as follows.

#### Transformers

|  |  |  |
| --- | --- | --- |
|  | **Transformer 1** | **Transformer 2** |
| **Size (kVA)** | 1600 | 1600 |
| **Serial No.** | TB1805071 | TB1805075 |
| **Oil Quantity (litres)** | 1153 | 1153 |
| **Manufacturer** | Free State Transformers (FTS) |

#### Electrical Switchgear

* + 1. 11 000V Oil Insulated Switchgear and Protection Systems:
			1. Four (4) x units (Two (2) Incomers, Two (2) Transformer feeders).
		2. Low Voltage Distribution Systems:
			1. Schneider Electric changeover switchgear. 300A to 4000A range.
			2. ABB SACE Emax 2 (size)

### SITA Beta

The manufacturer’s details for the existing electrical equipment are as follows.

#### Transformers

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Transformer 1** | **Transformer 2** | **Transformer 3** |
| **Size (kVA)** | 1600 | 1600 | 1600 |
| **Serial No.** | TB1805074 | TB1805072 | TB1805073 |
| **Oil Quantity (litres)** | 1153 | 1153 | 1153 |
| **Manufacturer** | Free State Transformers |

#### Electrical Switchgear

* + 1. 11 000V Air Insulated Switchgear and Protection Systems:
			1. Five (5) x units (Two (2) Incomers, Three (3) Transformer feeders).
		2. Low Voltage Distribution Systems:
			1. Schneider Electric changeover switchgear. 300A to 4000A range.
			2. ABB SACE Emax 2 (size)

### SITA Erasmuskloof

The manufacturer’s details for the existing electrical equipment are as follows.

#### Transformers

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Transformer 1** | **Transformer 2** | **Transformer 3** | **Transformer 4** |
| **Size (kVA)** | 1600 | 1600 | 1600 | 1600 |
| **Serial No.** | L3725-3 | L3725-2 | L3725-1 | L3725-4 |
| **Oil Quantity (litres)**  | 1220 | 1220 | 1220 | 1220 |
| **Manufacturer**  | GEC Power Distribution (PTY) LTD |
|  |  |  |  |  |

#### Electrical Switchgear

* + 1. 11 000V Oil Insulated Switchgear and Protection Systems:
			1. Six (6) x units (Two (2) incomers, Four (4) transformer feeders).
		2. Low Voltage Distribution Systems:
			1. Schneider Electric changeover switchgear. 300A to 4000A range.

### SITA Centurion

The manufacturer’s details for the existing electrical equipment are as follows.

#### Transformers

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Transformer 1** | **Transformer 2** | **Transformer 3** | **Transformer 4** |
| **Size (kVA)** | 2500 | 2500 | 2500 | 2500 |
| **Serial No.** | TB1805070 | TB1805068 | TB1805067 | TB1805069 |
| **Oil Quantity (litres)** | 1296 | 1296 | 1296 | 1296 |
| **Manufacturer** | Free State Transformers |

#### Electrical Switchgear

* + 1. 11 000V Air Insulated Switchgear and Protection Systems:
			1. Six (6) x units (Two (2) incomers, Four (4) transformer feeders).
		2. Low Voltage Distribution Systems:
			1. Schneider Electric changeover switchgear. 300A to 4000A range.
			2. ABB SACE Emax 2 (size)

# 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  | Mandatory Administrative Responsiveness | YES |
| Stage 2  | Technical Mandatory Responsiveness  | YES |
| Stage 3 | Special Conditions of Contract verification | YES |
| Stage 4 | Price and Preference Points Evaluation | YES |

## Mandatory Administrative responsiveness (Stage 1)

### Attendance of briefing session

1. A **Compulsory Virtual Briefing session** will be held. The bidder has to sign the briefing session attendance register using the same information (bidder company name, bidder representative person name and contact details) as submitted in the bidder’s response document. In the case of joint ventures or consortiums, the bidder must demonstrate that at least one of the parties to the bid response attended the briefing session.
2. Any bidder who fails to attend the compulsory briefing session will be disqualified**.**

**Note (1):** Bidder who wishes to attend the Compulsory Virtual Briefing Session needs to notify the responsible Specialist indicated in the Bid Document of attending the session. The link to the Compulsory Virtual Briefing Session will then be sent to those Bidders.

**Note (2):** The Site Visit will be arranged on request.

### Registered Bidder

1. Only responses from bidders registered as a Bidder on National Treasury’s Central Bidder Database (CSD) in terms of National Treasury’s Instruction Note 4A of 2016/17 will be considered for award on this RFB.
2. Bidders need to complete all the SBD documents which needs to be submitted as stated in the Invitation to Bid Document.

## Technical returnable documents

### Instruction and evaluation criteria

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

#### Bid Submission Instructions

Note that a Two Envelope process will be followed and therefore bidders must submit as follows:

1. One (1) original file excluding pricing which must be submitted in a separate envelope.
2. One (1) hard copy excluding pricing which must be submitted in a separate envelope.
3. One (1) electronic copy on USB memory stick/ flash drive in Portable Document Format (PDF) of the RFB Document and Technical / Functionality Response.
4. One (1) electronic copy on USB memory stick/ flash drive in Portable Document Format (PDF) of pricing only.
5. It is the Bidder’s responsibility to ensure that the information and contents on the electronic copies is the same as in the hard copies.
6. To ensure that the electronic copies are not damaged, the bidder must submit the USB’s (memory stick/ flash drive) in a sealed padded envelop and be clearly marked.
7. Bidders shall submit proposal responses in accordance with the prescribed manner of submission as specified above. Failure to comply with the above instructions on submitting a proposal will lead to disqualification.
8. The RFB Responses (hard and electronic copies) must be clearly marked as follows: Bidder’s Name & Contact Details, RFB Number, RFB Description, and Closing Date.
9. All Bids in this regard shall only be accepted if they have been placed in the tender box before or on the closing date and stipulated time.
10. Late bids shall not be considered.
11. The proposal must be signed by an authorised employee, agent or representative of the bidder. The proposal must bear the initials of the signatory at the bottom of every page as an indication that the bidder has familiarised itself with the terms and conditions of this RFB document.
12. Faxed or e-mailed bids will not be accepted.
13. Bidders shall submit proposal responses in accordance with the prescribed manner of submission as specified in this document. Failure to comply with the bid submission requirements will lead to disqualification.
14. Bidders are required to submit all returnable documents/information together with their Bids/proposals on or before the closing time and date of the Bids/proposals.
15. All services supplied in accordance with the bidder’s proposal must be in accordance with all applicable legal requirements in terms of South African law, policies and regulations.

### Technical mandatory requirements (Stage 2)

Table 3: Technical Mandatory Requirements

| **Mandatory Requirements** | **Substantiating evidence of compliance (used to evaluate bid)** | **Evidence reference (to be completed by bidder)** |
| --- | --- | --- |
| **1. Bidder Certification/ Affiliation Requirements** |
| The Bidder must **be registered** as an Electrical Contractor with the Department of Labour. | Attach to **ANNEX A,** a copy of valid letter from the Department of Labour as evidence that the bidder is registered as an Electrical Contractor.**The letter must clearly indicate:**1. The name of the registration authority (i.e. Department of Labour).
2. The name of the registered bidder.
3. That the bidder is an Electrical contractor.
4. Has a minimum of one Installation Electrician or Master Installation Electrician (MIE) license.
5. Letter must be in writing, dated, signed and on a letterhead of the entity that issued it.

**NOTE (1):**SITA reserve the right to verify information provided. | <provide a unique reference to locate substantiating evidence in the bid response – **see Annex A, par 5.1**> |
| **2. Bidder Experience and Capability Requirements** |
| The bidder must have executed maintenance of electrical equipment at a Data Centre or equivalent High Availability Environment (Health Facility, Airport, Bank, Manufacturing Facility) to two (2) customers in the past ten (10) years from publication date of this bid covering the following equipment.1. Electrical Transformers of minimum capacity of 1600kVA
2. Minimum of 2000A Low Voltage Withdrawable Air Circuit Breaker
3. 11 000V Switchgear Operation and Maintenance
 | Attach to **ANNEX A**, reference details and reference letters for two (2) customers to whom maintenance of electrical equipment for the Data Centre or equivalent High Availability Environment (Health Facility, Airport, Bank, Manufacturing Facility) were delivered in the last ten (10) years from publication date of this bid:**NOTE (1):**The Bidder must provide all the following information when completing **Table 8:**1. Company name; **and**
2. Reference Person Name, Tel **and/or** email; **and**
3. Project Scope of Work; **and**
4. Project Start and End-date.

**NOTE (2):** The reference letter/s should be on a company letterhead (signed and dated) and include all of the following information:1. Company Name; **and**
2. Contact person, telephone **and/or** e-mail address; **and**
3. Project scope of Work; **and**
4. Project start and End date.

**NOTE (3):** Failure to complete **Table 8** fully and to submit reference letters as indicated will result in disqualification.**NOTE (4):** SITA reserves the right to verify the information provided. | <provide unique reference to locate substantiating evidence in the bid response – **see Annex A, par 5.2, table 8**> |
| **3. CIDB Registration Requirement** |
| The bidder must be registered with the Construction Industry Development Board (CIDB) and have a minimum rating of **5EB or 5EP or higher.** | The Bidder **must** complete and sign **ANNEX B** as evidence that the bidder is registered with the CIDB with a minimum rating or higher of **5EB or** **5EP****NOTE (1):** SITA reserves the right to verify the information provided**.** | <provide a unique reference to locate substantiating evidence in the bid response – **see Annex A, par 5.3 and Annex B**> |
| **4. Installation Electrician Requirement** |
| **The Bidder must provide a qualified Installation Electrician or Master Installation Electrician with minimum five (5) years’ experience or longer post registration as Installation Electrician or Master Installation Electrician.**1. Trade Test Certificate; and
2. Installation Electrician (IE) or Master Installation Electrician (MIE) registration card or Department of Labour letter confirming the registration
 | Attach to **ANNEX A, a** copy of valid Trade Test Certificate and Wiremans License (Registered Person License) indicating that the Installation Electrician or Master Installation Electrician is qualified with five (5) years of experience or a longer post registration and trade test. **Attach:**1. Trade Test Certificate; and
2. Installation Electrician (IE) or Master Installation Electrician (MIE) registration card or Department of Labour letter confirming the registration

**The evidence must clearly indicate:**1. The names and ID numbers of the registered person
2. Certificate and licence numbers of the registered person
3. Name of the registration/issuing authority (e.g Department of Labour or QCTO).
4. Date of issue/mandate

**NOTE (1):** SITA reserves the right to verify the information provided.**NOTE (2):** SITA reserves the right to confirm consent of submission from the electrician person**NOTE (3):** Failure to provide the two documents will lead to disqualification. | <provide unique reference to locate substantiating evidence in the bid response – **see Annex A, section 5.4**> |
| **5. ORHVS Authorised Person Certificate Requirement** |
| **The Bidder must provide a qualified Electrician with Valid Trade Test and ORHVS- Authorised Person Certificate with ten (10) years’ experience or longer post certificate.**1. Trade test Certificate; and
2. Valid **ORHVS- Authorised Person Certificate**
 | Attach to **ANNEX A** copy of the valid Trade Test certificate and **ORHVS-Authorised** Certificate as proof that the Technician is qualified with ten (10) years of experience or a longer post certification. **Attach:**1. Trade test Certificate; and
2. Valid **ORHVS- Authorised Person Certificate**

**The evidence must clearly indicate:**1. The names and ID numbers of the registered person
2. Certificate numbers of the registered person
3. Name of the registration/issuing authority (e.g Department of Labour or training institution).
4. Date of issue/mandate

**NOTE (1):** SITA reserves the right to verify the information provided**NOTE (2):** SITA reserves the right to confirm consent of submission from the technician person**NOTE (3):** Failure to provide the two documents will lead to disqualification. | <provide unique reference to locate substantiating evidence in the bid response – **see Annex A, section 5.5**> |
| **6. Special Conditions of Contract** |
| Bidder **must** accept **ALL** the Special Conditions of contract. | The Bidder **must** accept **ALL** the Special Conditions of Contract by completing and signing the declaration of Acceptance in the Declaration of Compliance and acceptance under the Special Conditions (**Section 4.3.2**).**Note (1):** Failure to accept **ALL** the Special Conditions of Contract will result in disqualification. | <provide unique reference to locate substantiating evidence in the bid response – **see Annex A, section 5.6** |

## Special Conditions of Contract Verification (Stage 3)

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

### Special Conditions of Contract

#### Contracting Conditions

1. **Formal Contract** - The Bidder 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 Bidders.
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.

#### Delivery Address

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

#### Delivery Schedule

The scope of work (Section 2.1) and Section 3 (Requirements) will be over a period of 36 months.

#### Services and Performance Metrics

During the thirty-six (36) maintenance periods, the Bidder is responsible to provide the following services as specified in the Service Breakdown Structure (SBS):

Table 4: Service Breakdown Structure

| **SBS** | **Service Element** | **Service Level** |
| --- | --- | --- |
|  | Emergency Contact during warranty and maintenance periods | 24h x 7days x 52weeks |
|  | Incident Response during warranty and maintenance periods | Maximum 60-minutes |

#### Maintenance Requirements

* 1. **Periodic Generator Testing Requirements**
		1. Upon SITA’s instruction, the bidder shall isolate the relevant site’s 11 000V Grid power supply, to simulate a Grid power failure.
		2. SITA will notify the bidder at least three business days in advance of the intended Grid power failure simulation, with final confirmation at least one business day in advance.
		3. The Grid power failure simulations will generally occur on a Sundays.
		4. During this simulated Grid power failure, the bidder shall perform a detailed, non-intrusive inspection on 11 000V Switchgear and Protection system (and associated batteries, lock out notices, and Panel Keys), and Change-Over Switchgear (and associated control system). The bidder shall search for abnormalities on the above components.
		5. The bidder shall recommission the 11 000V Grid power supply upon completion of the Grid power failure simulation.
		6. The bidder shall provide a detailed plant inspection and recommendation report within 48hours after the Grid power failure simulation.
		7. Should the 11 000V Switchgear, generator unit(s), and/or Change-Over system(s) on site malfunction during the Grid power failure simulations, the bidder will be responsible to make the required repairs to the affected components immediately. (The cost of repairs will fall under the repairs unit rates).
		8. The bidder shall wear the required Personal Protective Clothing during the 11 000V Switchgear switching and take all required safety precautions.
		9. Once the contract is awarded, it is recommended that the bidder acquaint himself of the conditions on the various sites, so that he is prepared for the required switching, and so that a planned activity is not aborted.
		10. Although the bulk of the 11 000V Switching activities will be planned and scheduled activities, the bidder’s immediate attendance to site can be required by SITA due to unplanned requests for isolation from Supply Authorities.
		11. The Grid power failure duration will generally be two hours. This one hour excludes time to isolate and restore the 11 000V supply.
		12. For every power test, the bidder shall submit a report detailing the status of the electrical plant during the duration of the test.
	2. **11kV Switchgear Maintenance Requirements**
		1. The bidder will not be allowed to service more than three 11kV medium voltage switches per day at Centurion and Erasmuskloof, unless otherwise approved by SITA.
		2. The bidder will be allowed to service all the 11kV medium voltage switches at Numerus and Beta for one day.
		3. The bidder shall search for faults, shortcomings, inadequacies, unsafe conditions on the 11kV Switchgear and identify this to SITA.
		4. The bidder shall service all the 11kV switchgear (and tripping relays) on site.
		5. The bidder shall degrease all the switching and moving parts of the 11kV switchgear with an electric degreaser, then clean all the components, and then re-grease all moving parts.
		6. The bidder shall service all the 11kV switchgear auxiliary equipment (battery charger) on site. The bidder shall annually replace the 11kV switchgear batteries with new batteries suitable for this type of duty.
		7. Once the Switchgear is serviced, the bidder shall test the 11kV Switchgear for correct operation and demonstrate to SITA full functionality through test simulations. The bidder shall test all protection devices and relays.
		8. The bidder shall ensure that all required Earthing is in place on the 11kV Switchgear equipment.
		9. Beta, Numerus, and Erasmuskloof have oil insulated 11kV switchgear. The bidder shall take a sample of the 11kV switchgear oil and send the oil sample to an accredited laboratory for analysis in accordance with SANS specifications.
		10. The bidder shall provide a full test report on the oil sample, indicating the condition of the oil.
		11. The bidder shall clean all the Medium Voltage panels thoroughly.
		12. The bidder shall replace all indicator lights’ lamps.
		13. The bidder shall ensure all selector switches, key switches, and push buttons are fully operational.
		14. The bidder shall ensure all metering devices and units are fully operational and displaying the correct value.
		15. The bidder shall confirm that at least two panel keys are available in the room.
		16. The bidder shall confirm that at least two MV switch racking levers are available in the room.
		17. The bidder shall ensure that all voltage transformers are fully operational and in a good condition.
		18. The bidder shall ensure that all current transformers are fully operational and in a good condition.
		19. The bidder shall ensure that at lights are functional in the room.
		20. The bidder shall repair all damage to the floor surface and paint that he may have caused during the service and repair works, to SITA’s satisfaction.
	3. **Transformer Maintenance Requirements**
		1. The bidder shall service all transformers on site through:
		+ Cleaning of the entire Transformer unit,
		+ Inspection and repairs to Transformer terminations and bushings,
		+ check and repair oil leaks,
		+ replace silica gel,
		+ Oil sampling, laboratory testing and reporting, as specified
		1. All new silica gel must be blue in colour during normal dry conditions and pink/white in colour during moisture conditions.
		2. The bidder shall ensure that all lights are functional in the room.
		3. The bidder shall repair all damage to the floor surface and paint that he may have caused to SITA’s satisfaction.
		4. The bidder shall purify/filter the existing oil on site. The bidder shall provide a certificate indicating the condition of the purified oil.
		5. The bidder shall clean the transformer unit upon completion of the oil replacement/purification.
		6. The bidder shall have a medium voltage electrician on site to isolate the sites’ Medium Voltage supply, to allow the purification of Transformer oil to happen while the Transformer units are off. The cost for this item is deemed included in the quoted price.
		7. Should SITA however perceive a risk that the generators are not in a good condition, or running too hot, or experiencing any other problem, SITA has the right to limit the oil purification to only one Transformer per Change Control window.
		8. The bidder shall make good any damages to the floor, walls, or room as a result of his works on site within seven calendar days.
		9. The bidder shall provide a certificate of safe and responsible disposal of the old Transformer oil, upon completion of the project.

#### Service Level Requirements, Warranties and Penalties

All Service Level timelines indicated below are relevant at any time of day or year during the contract period.

The following SLA time windows apply to this contract:

* 1. The Change Control windows will be planned by both parties (SITA and the bidder), and practical timeslots (which must not exceed the specified maximum number of timeslots or the specified maximum duration of each timeslot) and dates will be agreed to. The scope of work to be executed and completed for each Change Control window will be agreed to by both SITA and the bidder.
	2. SITA will notify the bidder telephonically that a problem is experienced at the (in scope) site and that he needs to attend to the site immediately. The bidder shall provide the number of his emergency contact details, or representative that needs to be contacted for this purpose. The bidder 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 bidder 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 bidder during the call or on-site inspection). The 60-minute requirement will be heavily dependent on the severity of the incident. SITA will settle for slightly longer response times if the incident is less severe. SITA will be the judge of the incident severity. Should the Support Bidder’s response time to the site exceed the specified 60 minutes (or alternative duration as agreed to by SITA), an equivalent penalty fee will be applied per incident.
	3. Penalties shall be applied at SITA’s discretion following the breach of a Service Level Agreement. The bidder shall have the opportunity to provide a report within seven (7) calendar days following the incident or SITA’s notice of penalty indicating why the bidder deems the penalty not to be applied. SITA shall consider this, but SITA’s decision shall be final and shall deduct penalty values from the outstanding invoices.
	4. Only genuine OEM (Original Equipment Manufacturer) filters, parts, spares, and components shall be utilised during the completion of maintenance activities. Should the Bidder opt to use alternative or non-OEM components at any point during the maintenance process, they shall bear full responsibility for rectifying the work by replacing such components with original OEM parts at no additional cost to SITA. Furthermore, the Bidder shall be held accountable for any damage or complications arising from the use of non-original or non-OEM parts, spares, and components.
	5. The Bidder must perform the Services in a professional, competent, and workmanlike manner, by industry best practices and the high standards expected of well-managed operations providing similar services. Failure to meet these standards due to poor workmanship will result in penalties. Furthermore, the Bidder shall be held fully accountable for any damages, delays, or complications arising from such workmanship, and shall bear all costs associated with any required rework or remediation, at no additional cost to the SITA.
	6. Emergency Maintenance & Call Outs: The activity involved with restoring, repairing or replacing on a non-scheduled maintenance basis. This maintenance activity would result from a service affecting or possible service affecting defect resulting in the loss of operation or potential loss of operation of any part or component of the electrical installation at the listed sites.
	7. Emergency Maintenance action shall be required at any time day or night including weekends and holidays. The Bidder shall have enough available staff to react on a 24/7/365 basis for the contract term. The Emergency maintenance response times shall meet or exceed the Service Level Agreements timelines set within this document.
	8. During Emergency Maintenance, the Bidder’s objective shall always be to prevent a site or service failure by any means possible.
	9. The maintenance bidder must issue the Reason for Outage (RFO) for plant failures within 12 hours of the plant failure.
	10. The Bidder must take care during their operations not to activate and discharge the automatic fire suppression system. If the bidder requests it, SITA will place the system into Manual mode during the bidder’s work on-site. Should the bidder manage to activate and discharge the automatic fire suppression system, the refill of the suppression gas/agent shall be for the bidder’s account.

#### Bidder Performance Reporting

1. Quarterly meetings to be scheduled between SITA/ and the bidder during the thirty-six (36) months maintenance period.
2. The Bidder is required to generate regular reports as outputs during the maintenance and support cycle within the following service levels (the report type will drive the service level agreement; the definition of the content of each report type will be finalised at the time of concluding the contracted service level agreement).

#### Certification, Expertise and Qualification

1. The Bidder must be registered at the Department of Labour as an Electrical Contractor.
2. The bidder must have executed maintenance for electrical equipment at Data Centre or equivalent high availability High Availability Environment (Hospital, Airport, Bank, or similar High Availability Environments) environment to two (2) customers in the past ten (10) years.
	1. Electrical Transformers of minimum capacity of 1600kVA
	2. Minimum of 2000A Low Voltage Withdrawable Air Circuit Breaker
	3. 11 000 V Switchgear Operation and Maintenance
3. The Bidder, or bidder must be registered with Construction Industry Development Board (CIDB) with a minimum rating of 5EB or 5EP.
4. **The Bidder must provide a qualified Installation Electrician or Master Installation Electrician with minimum five (5) years’ experience or longer post registration as Installation Electrician or Master Installation Electrician.**
	1. Trade test Certificate; and
	2. Installation Electrician (IE) or Master Installation Electrician (MIE) registration card or Department of Labour letter confirming the registration
5. **The Bidder must provide a qualified Electrician with Valid Trade Test and ORHVS- Authorised Person Certificate with ten (10) years’ experience or longer post certificate.**
	1. Trade test Certificate; and
	2. Valid **ORHVS- Authorised Person Certificate**
6. The Bidder 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 and.
	2. it is committed to provide the Products or Services; and
	3. perform all obligations detailed herein without any interruption to the SITA customers.
7. The Bidder 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.
8. The Bidder must perform the Services in the most cost-effective manner consistent with the level of quality and performance as defined in the Statement of Work or Service Definition.
9. The Bidder must be able to utilise Original Equipment Manufacturer (OEM) components and parts as and when required for:
	* + 1. Any preventative work or service on the generators that will require detailed diagnostics and identification of potential risks associated with following the diagnosis.
			2. Accessing the switchgear protection relays for service diagnostics and possible repairs.

#### Logistical Conditions

1. **Hours of work**, 08h00 – 16h00.
2. Provision to be made for work which will be Saturday and Sunday.
3. SITA Sites are live, and downtimes are limited. All site services must be restored at the end of the scheduled downtime.
4. All the work that requires downtime of services or has the potential to cause unplanned downtime will have to be approved before commencing. The approval will have to follow the SITA change management process
5. The repairs that do not require downtime can be completed during hours 7(a) and 7(b).
6. If 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.
7. **Tools of Trade**. The Supplier must bring the necessary tools of trade to perform their duties adequately.
8. **On-site and Remote Support**. The Supplier must provide both on-site and remote support, and only when off-site support is not sufficient will on-site support be required upon approval by the SITA representative.
9. **Support and Help Desk**. After-hours helpdesk support is required for the first three months per site during weekdays, including weekends and public holidays.
10. **Scheduled Maintenance**: This includes site travel, labour, material/spares, tools, consumables, and the specified service pack.
11. **Emergency Maintenance & Call Outs**: The activity involved with restoring, repairing or replacing on a non-scheduled maintenance basis. This maintenance activity would result from a service-affecting or possible service-affecting defect resulting in the loss of operation or potential loss of operation of any part or component of the electrical installation at the listed sites.
	* 1. Emergency maintenance action shall be required at any time, day or night, including weekends and holidays. The Emergency maintenance response times shall meet or exceed the Service Level Agreements timelines set within this document.
		2. During emergency maintenance action, the bidder's objective shall always be to prevent a site or service failure by any means possible.
12. Where the bidder will work on the generator units and the units do not require an intentional shutdown, the bidder must still have a technician on-site to immediately recommission the generator units in the event of an unintentional shutdown.
13. **Electrical Work.** The Bidder must ensure that Electrical Work is performed as prescribed by the Occupation Health and Safety Act (Act 85 of 1993 as amended), Electrical Regulations 2009, including:
	* 1. The standard of work conforms to SANS 10142-1: The code of practice for wiring of premises

and

* + 1. Any Electrical installation or alteration is certified after completion of work by means of a Certificate of Compliance.

#### Regulatory, Quality and Standards

1. The Bidder must for the duration of the contract ensure compliance with ISO/IEC/SANS Standards,
2. The Bidder must for the duration of the contract ensure compliance with General Quality Standards, ISO 9001.
3. **Electrical Work.** The Bidder must ensure that Electrical Work is performed as prescribed by the Occupation Health and Safety Act (Act 85 of 1993 as amended), Electrical Regulations 2009, including:
	1. The standard of work conforms to SANS 10142-1: The code of practice for wiring of premises and
	2. Any Electrical installation or alteration is certified after completion of work by means of a Certificate of Compliance.

#### Personnel Security Clearance

1. **Company security screening: The Bidder may be required to undergo a company security screening conducted by the State Security Agency (SSA). Should the SSA find the supplier not suitable after the conduct of the security screening, the business relationship will be terminated. The following documentation will be required for the company security screening process to be conducted:**
2. **Copy of company registration documentation.**
	1. **Copy(ies) of identity documentation of Director(s), Member(s) or Trustee(s);**
	2. **Copy of valid tax clearance certificate.**
3. **Security suitability check for individuals: SITA may, at its own discretion and in line with its policies and procedures, require employees of the supplier to be subjected to a security suitability check before commencement of a project or delivering of a service. The security suitability check is conducted by SITA in order to ensure that individuals meet the minimum-security requirements and also to verify personal information. The supplier will be required to replace any employee(s) who is found to be not suitable after the conduct of the security screening. The following documentation will be required for the security suitability check:**
	1. **Copy of identity document.**
	2. **Copy(ies) of qualification(s) if SITA requires verification thereof.**
	3. **Fingerprints – will be taken electronically.**
	4. **Signed consent form for the conduct of background checks.**
4. **Security clearance: A security clearance, issued by either the SSA or Defence Intelligence (DI) is required if any employee of the supplier will have or may gain access to classified information throughout the duration of the project or in the process of delivering a service. The level of security clearance required – Confidential, Secret or Top Secret, will be determined at the sole discretion of SITA. The supplier will have to replace any employee who do not qualify for a security clearance or is found not suitable by the SSA or DI. The following documentation will be required for the security clearance process:**
	1. **Completed Z204 or DD1057 security clearance application form.**
	2. **Fingerprints.**
	3. **Personal documentation of the applicant, including but not limited to, identity document, passport, marriage certificate (if applicable), divorce order (if applicable), qualifications, salary advice and bank statements.**

#### Confidentiality and non -disclosure conditions

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

#### Guarantee and Warranties

**The Bidder warrants that:**

1. 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.
2. 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.
3. during the Warranty period and Extended Warranty periods any defective item or part component of the Product be repaired or replaced within 3 (three) days after receiving a written notice from SITA.
4. the Products is maintained during its Warranty Period and Extended Warranty periods at no additional expense to SITA.
5. the Product possesses all material functions and features required for SITA’s Operational Requirements.
6. the Product remains connected, or Service is continued during the term of the Contract.
7. all third-party warranties that the Bidder 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 Bidder’s obligations under the Contract.
8. no actions, suits, or proceedings, pending or threatened against it or any of its third-party Bidders or sub-bidders that have a material adverse effect on the Bidder’s ability to fulfil its obligations under the Contract exist.
9. 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 Bidder’s ability to fulfil the obligations under the Contract.
10. any Product sold to SITA after the Commencement Date of the Contract remains free from any lien, pledge, encumbrance or security interest.
11. 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.
12. the information disclosed to SITA does not contain any trade secrets of any third party, unless disclosure is permitted by such third party.
13. it is financially capable of fulfilling all requirements of the Contract and that the Bidder is a validly organized entity that has the authority to enter into the Contract.
14. it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into the Contract.
15. the prices, charges and fees to SITA as contained in the Contract are at least as favourable as those offered by the Bidder to any of its other customers that are of the same or similar standing and situation as SITA; and any misrepresentation by the Bidder amounts to a breach of Contract

#### Intellectual Property Rights

1. SITA retains all Intellectual Property Rights in and to SITA's Intellectual Property. As of the Effective Date, the Bidder 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 Bidder 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 Bidder 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
	1. the date of rendering of the last of the Deliverables.
	2. If so required by SITA, the Bidder 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 Bidder retains all Intellectual Property Rights in and to the Bidder’s pre-existing Intellectual Property that is used or supplied in connection with the Products or Services.
	5. Provide SITA with the compliant safety file.

#### General

1. 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 Bidders are expected to comply in order for SITA to conclude an agreement with the potential Bidders. Failure to comply during finalisation of a contract may result to disqualification.

#### 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.

#### Fronting

1. The SITA supports the spirit of Broad Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the SITA will not condone any form of fronting.
2. The SITA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / bidder 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/bidder 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/bidder concerned.

#### 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.

#### Bidder Due Diligence

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

#### Preference Goal Requirements conditions

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

### Declaration of compliance and acceptance SCC

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

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

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

## Costing and Preference Points Evaluation (Stage 4)

### Costing and Preference Evaluation

1. In terms of the SITA Preferential Procurement Policy (PPP), the following preference point system is applicable **for this** Bid:
	1. the 80/20 system (80 Price, 20 Specific Goals) for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)
2. The Bidder must complete **the 80/20 preference point system** based on the offer submitted by the Bidder and submit proof of documentation required in terms of this tender.
3. Points will be allocated for each of the **Preferential Goal Requirements** for this tender as indicated in **table 5.**
4. Points for this tender shall be awarded for:
	1. Price; and
	2. Preference points for specific goals.

Table 5: Points allocation

|  |  |
| --- | --- |
| **Description** | **Points****Table 6** |
| Price | 80 |
| Preference points for specific goals | 20 |
| Total points for Price and preference points for specific goals | 100 |

### Costing and Pricing Conditions

1. **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. All additional costs as well as cost of delivery, labour, S&T, overtime, etc. must be included in this bid.
	3. All services, accessories, upgrades and options required by the solution or specified by the client must be included in the quoted price. If not included, Bidders will be required to supply these accessories at no cost to the client.
	4. All maintenance service costs are inclusive of traveling, labour, material, spares, tools, accessories and consumables. The Rate must include the specified service pack, and to perform the specified services.
	5. All the maintenance services will be on work order basis and actual quantities might change.
	6. The indicative corrective maintenance unit rates will be used for payments of corrective/remedial maintenance.
	7. Percentage mark-up on materials, spares, equipment and outsourced services to be purchased for corrective/remedial maintenance during thirty-six (36) months maintenance period may not exceed 20%.
	8. SITA reserves the right to negotiate pricing with the successful bidder prior to the award as well as envisaged quantities
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.
3. The bidder must complete the declaration of acceptance as per **par 4.4.4** 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.

### Bid Pricing Schedule

* 1. Bidders **must** complete the bid pricing schedule in the Excel spreadsheet format provided and upload this as part of their submission. The Excel spreadsheet consist of one (1) Sheets:
		1. **Sheet 1:** Pricing Schedule 01: Thirty-Six Months Period

### Declaration of Acceptance

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

##  Preference Requirements

1. The bidder must complete in full all the PREFERENCE requirements.
2. Allocation of points per requirements:The points allocation of bidders’ responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence.
3. Points will be allocated for each PREFERENCE requirement as per the criteria set in **table 6** based on the offer submitted by the Bidder.
4. **The bidder must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, SITA reserves the right to treat substantiation evidence that cannot be located in the bid response, as “NOT COMPLY”. The evidence needs to be attached to **Annex A**.
5. **Preference Goal Requirements**
	1. The applicable Preference Point system for this tender and points claimed is **80/20**.
	2. The specific Preferential Goal Requirements for this tender is indicated in **Table 6** below.
	3. Failure on the part of a bidder to **complete 80/20** preference point systems and submit proof or documentation required in terms of this tender to claim preference points for the **Preference Goal Requirements**, will be interpreted to mean that preference points for specific goals are not claimed.
	4. The Bidder **must** indicate how they claim points **for each of the preference points**.
	5. 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.
	6. 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.
	7. 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.
	8. **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.
	9. Bidders need to keep auditable substantive records / evidence and upon request by **SITA** must be made available for audit and, or due diligence purposes.
	10. **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.
	11. **SITA reserves the right to** verify information / evidence provided by the Bidder.
	12. **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 6: Preference Goal Requirements (Specific Goals)

| **Preference Goal Requirement #** | **Preferential Goal Requirements** | **Preferential Goal Requirements**  |
| --- | --- | --- |
|  | **Preferential Goal Requirements allocated for this tender** | **Substantiating evidence and evidence reference to be completed by bidder. Evaluation per requirement: Each requirement indicated in the table below must be completed and points will be allocated based on the evidence required below**  | **Evidence Reference** |
|  | **B-BBEE Requirements** |  |
| 1) | **B-BBEE Requirements**Promotion of Transformational Objectives. | **Evidence:**The Bidder must provide a copy of the following relevant evidence for the Preferential Goal points which the Bidder qualifies for:1. **Columns A, B, C and D in table 7**

Copy of relevant proof of the following to confirm the B-BBEE status of the contributor as defined in the Broad-Based Black Economic Empowerment Act:* + - * 1. ***B-BBEE certificate*** *(from a SANAS Accredited Agency);*

**or** ***Sworn affidavit*** in the format provided by CIPC - ***Applicable to EMEs and QSEs only;*****and/ or**1. **Column D in table 7**

Copy of ***South African Identification Document (ID)***; **and/ or**1. **Column E in table 7**

Copy of ***Medical Certificate*** ***clearly indicating the disability in line with the B-BBEE status claimed as defined in the Broad-Based Black Economic Empowerment Act***.**Points allocation:**Points will be allocated for bidders that meets the requirements as indicated in **table 7 in section 4.6.** | <provide unique reference to locate substantiating evidence in the bid response – **Annex A, section 5.7**> |

Table 7: B-BBEE Points as part of the Preference Goal requirements (Preferential Goal Requirements for (80/20) system)

**Note: Bidder to select the section for points they wish to claim (Mark as Y=Yes) in the table below.**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  | **Ownership**  |  |  |  |
|  | **Reference #** | **Contributor Level as defined in the Broad-Based Black Economic Empowerment Act** | **EME/QSEs** | **Black Owned(BO)(51% or more)** | **Black Woman Owned(BWO)(More than 30%)** | **Youth Owned** | **Owned by People living with disabilities** | **Score** | **Bidder to select the section for points they wish to claim(Mark as Y= Yes)** |  |
|  |  |
|  |   |   | **(A)** | **(B)** | **(C)** | **(D)** | **(E)** | **(F)** |  |  |
|  | **1** | **Level 1** | **6** | **4** | **4** | **4** | **2** | **20** |  |  |
|  | **2** | **Level 1** | **6** | **4** | **2** | **2** | 0 | **14** |  |  |
|  | **3** | **Level 1** | **6** | **4** | **2** | 0 | 0 | **12** |  |  |
|  | **4** | **Level 1** | **6** | **4** | 0 | 0 | 0 | **10** |  |  |
|  | **5** | **Level 2 and 3** | **4** | **2** | **1** | **1** | **1** | **9** |  |  |
|  | **6** | **Level 2 and 3** | **4** | **2** | **1** | **1** | 0 | **8** |  |  |
|  | **7** | **Level 2 and 3** | **4** | **2** | **1** | 0 | 0 | **7** |  |  |
|  | **8** | **Level 2 and 3** | **4** | **2** | 0 | 0 | 0 | **6** |  |  |
|  | **9** | **Level 4 and 5** | **2** | **1** | **0,5** | **0,5** | **0,5** | **4,5** |  |  |
|  | **10** | **Level 4 and 5** | **2** | **0,5** | **0,5** | **0,5** | 0 | **3,5** |  |  |
|  | **11** | **Level 4 and 5** | **2** | **0,5** | **0,5** | 0 | 0 | **3** |  |  |
|  | **12** | **Level 4 and 5** | **2** | **0,5** | 0 | 0 | 0 | **2,5** |  |  |
|  | **13** | **Level 6** | 0 |   | 0 | 0 | 0 | **0** |  |  |
|  | **14** | **Level 7** | 0 |   | 0 | 0 | 0 | **0** |  |  |
|  | **15** | **Level 8** | 0 |   | 0 | 0 | 0 | **0** |  |  |
|  | **16** | **Non-Contributor** | 0 |   | 0 | 0 | 0 | **0** |  |  |
|  | **Total Maximum Score Allocation:** | **20** |  |  |  |  |  |  |  |

1. Bidder substantiating evidence

# Technical Mandatory Requirement Evidence

## Bidder Certification / Affiliation Requirements

**Attach** a copy of valid letter from the Department of Labour as evidence that the bidder is registered as an Electrical Contractor **here.**

**The letter must clearly indicate:**

(a) The name of the registration authority (i.e. Department of Labour).

(b) The name of the registered bidder.

(c) That the bidder is an Electrical contractor.

(d) Has a minimum of one Installation Electrician or Master Installation Electrician (MIE) license.

(e) Letter must be in writing, dated, signed and on a letterhead of the entity that issued it.

**NOTE (1):**

SITA reserves the right to verify the information provided.

## Bidder Experience and Capability Requirements

Complete the table below, noting that:

* + 1. The Bidder must provide reference details and reference letters from at least two (2) customers customer to whom maintenance of electrical equipment at Data Centre or equivalent High Availability Environment (Health Facility, Airport, Bank, Manufacturing Facility) in the past 10 years from publication date of this bid, was delivered.

**NOTE (1):**

The Bidder must provide all the following information when completing **Table 8:**

1. Company name; and
2. Reference Person Name, Tel **and/or** email; **and**
3. Project Scope of Work; **and**
4. Project Start and End-date.

**NOTE (2):**

The reference letters should be on a company letterhead (signed and dated) and include all of the following information:

1. Company Name; and
2. Contact person, telephone **and/or** e-mail address; **and**
3. Project scope of Work; **and**
4. Project start and End date.

**NOTE (3):**

Failure to complete **Table 8** fully and to submit reference letters as indicated will result in disqualification.

**NOTE (4):**

SITA reserves the right to verify the information provided.

Table 8: References

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No** | **Equipment** | **Company Name** | **Contact person, telephone and/or e-mail address**  | **Project Scope of Work** | **Project start and end date** |
| 1 | 1. **Electrical Transformers** of minimum capacity of **1600kVA**
2. **2000A** Low Voltage Withdrawable **Air Circuit Breaker**
3. 11000V Medium Voltage Switchgear
 | <Company name>  | <Person Name><Tel>or<email> | < Provide scope details> | Start Date:End Date: |
| 2 | 1. **Electrical Transformers** of minimum capacity of **1600kVA**
2. **2000A** Low Voltage Withdrawable **Air Circuit Breaker**
3. 11000V Medium Voltage Switchgear
 | <Company name>  | <Person Name><Tel>or<email> | < Provide scope details> | Start Date:End Date: |

## CIDB Registration Requirements

The Bidder needs to complete and sign **ANNEX B** as evidence that the bidder is registered with the CIDB with a minimum rating or higher of **5EB or 5EP** and **attach it here**.

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

## Installation Electrician Requirement

Attach a copy of valid Trade Test Certificate and Wiremans License (Registered Person License) indicating that the Installation Electrician or Master Installation Electrician is qualified with five (5) years of experience or a longer post registration and trade test **here**.

**Attach:**

**(a) Trade Test Certificate; and**

**(b) Installation Electrician (IE) or Master Installation Electrician (MIE) registration card or Department of Labour letter confirming the registration**

**NOTE (1):**

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

**NOTE (2):**

**SITA reserves the right to confirm consent of submission from the electrician person**

**NOTE (3):**

**Failure to provide the two documents will lead to disqualification.**

## ORHVS Authorised Person Certificate Requirement

Attach a copy of the valid Trade Test certificate and **ORHVS-Authorised** Certificate and a that the Technician is qualified with ten (10) years of experience or a longer post certification **here**.

**NOTE (1):**

SITA reserves the right to verify the information provided.

**NOTE (2):**

SITA reserves the right to confirm consent of submission from the technician person

**NOTE (3):**

Failure to provide the two documents will lead to disqualification.

## Special Conditions of Contract

The Bidder **must** Accept all the Special Conditions of Contract by completing and signing the declaration of Acceptance in Declaration of compliance and acceptance under the Special Conditions **(Section 4.3.2).**

**NOTE (1):**

Failure to **accept ALL** the Special Conditions of Contract will result in disqualification.

## ****Preference Points Preferential Goals Evidence****

The Bidder **must**:

* + - 1. **Preference Goal Requirements:**

Bidder to select the section for points they wish to claim (Mark as Y=Yes) in **table 7 in section 4.5**, dependant on which preference system the Bidder selects in line with **section 4.5; and**

Provide a copy of the following relevant evidence for the Preferential Goal points which the Bidder qualifies for as set out in **table 7** in **section 4.5** and **attach it here**:

* + 1. **Columns A, B, C and D in table 7:**

Copy of relevant proof of the following to confirm the B-BBEE status of the contributor as defined in the Broad-Based Black Economic Empowerment Act:

* **B-BBEE certificate (from a SANAS Accredited Agency);**

**or**

* **Sworn affidavit in the format provided by CIPC - Applicable to EMEs and QSEs only;**

**and/ or**

* + 1. **Column D in table 7:**

Copy of **South African Identification Document (ID**):

**and/ or**

* + 1. **Column E in table 7:**

Copy of ***Medical Certificate*** ***clearly indicating the disability in line with the B-BBEE status claimed as defined in the Broad-Based Black Economic Empowerment Act***.

**Note:**

A

* + - 1. **Indicate their commitment to claim points for each of the preference points by signing at par 4.5 in the Invitation to Bid document.**

**NOTE (1):**

**Failure on the part of a bidder to comply to paragraphs (1) and (2) above, will be interpreted to mean that preference points are not claimed.**

1. 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 or higher of **5EB, or 5EP.**

* + - 1. The Bidder needs to indicate the CIDB rating by ticking next to the relevant CIDB rating in the table below:

| **Service and Support (Milestones)** | **CIDB Rating** | **Bidder to Indicate****the Bidder’s rating here** |
| --- | --- | --- |
| CIDB Rating | 5EB |  |
| 5EP |  |
| Higher |  |

* + - 1. The Bidder needs to provide the Bidder’s CRS number in the space in the table below:

|  |  |
| --- | --- |
| **Requirement** | **Bidder’s CRS Number** |
| Bidder CRS number relating to the minimum rating of 5EB |  |
| Bidder CRS number relating to the minimum rating of 5EP |  |
| Bidder’s CRS number relating to the higher rating of EB or EP |  |

* + - 1. 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 C** for the Bid Specification Scope of work for the duration of the contract.

**NOTE 1:**

SITA reserves the right to verify the information.

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:

1. CIDB BASIC GUIDE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS (GCC 2004)

Refer to Attached document.