



BID SPECIFICATION

ANNEXURE 1

BIDDERS MUST SUBMIT ANNEXURE 1 TOGETHER WITH THE MAIN BID DOCUMENT

RFB No:	RFB 2613-2022
Description	PROVIDE DIESEL TO THE SOUTH AFRICAN POLICE SERVICE SWITCHING CENTRES, NODAL POINT SITES AND SAPS HIGH SITES FOR A PERIOD OF THREE (3) YEARS
Publication Date	15 July 2022
Virtual Briefing Session	Non-Compulsory Briefing Session will be held as follows: Date: 22 July 2022 Time: 12:00pm Place: Online (MS Teams). Bidders are requested to indicate in writing on the below email address of their intension to attend the briefing session by 21 July 2022 @ 16:00pm , 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 / queries	29 July 2022 @ 16:00pm
Proposal Submission Address	Tender Office 459 Tsitsa Street, Erasmuskloof, Pretoria, 0105
RFB Closing Details and Address	Date: 08 August 2022 Time: 11:00am (South African Time) Address: Tender Office 459 Tsitsa Street, Erasmuskloof, Pretoria, 0105
RFB Validity Period	120 Days from the Closing Date

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

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ANNEX A: INTRODUCTION

1. PURPOSE AND BACKGROUND

1.1. PURPOSE

The purpose of this RFB is to invite Bidders (hereinafter referred to as “bidders”) to submit bids to “Provide diesel replenishment services to the South African Police Service Switching Centres and Nodal point sites for a period of three (3) years”.

1.2. BACKGROUND

The SAPS Switching Centres, SAPS Nodal Point sites and SAPS High sites all have emergency standby generators that can run when there are unstable Eskom power infrastructure load shedding or normal power failures.

To ensure that the SAPS Switching Centres and Nodal point sites and SAPS High sites maintain its high availability it is vital that the emergency standby generators have a constant reliable diesel replenishment supplier.

2. SCOPE OF BID

2.1. SCOPE OF WORK

- (a) Provide diesel replenishment services for the SAPS Switching Centers, SAPS Nodal Point sites and SAPS High sites for a period of thirty-six (36) months.
- (b) The diesel replenishment services must be available 24x7 365 days and be provided at no risk to SITA within specified lead time
- (c) One main services provider that have regional offices ensuring their full presence in all nine regions will be required to ensure stable and reliable diesel delivery for the SAPS.

2.2. DELIVERY ADDRESS

The diesel replenishment services must be provided at all the SAPS Switching Centres, Nodal point sites and SAPS High sites see Annex A.4 section 9.1 SAPS SITE NAMES

2.3. CUSTOMER INFRASTRUCTURE AND ENVIRONMENT REQUIREMENTS

The **equipment to be refilled with diesel** is –

- (a) Diesel powered Electric Generators.



3. REQUIREMENTS

3.1. PRODUCT/ SERVICE / SOLUTION REQUIREMENTS

To maintain high availability of the SAPS Switching Centres, Nodal point sites and SAPS High sites by means of:

- (a) Providing diesel replenishment services to the SAPS standby generators.
- (b) This diesel replenishment services must be available 24x7 365 days and be available in all nine regions when diesel is requested.

4. 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 YES/NO
Stage 1	Administrative pre-qualification verification	YES
Stage 2	Technical Mandatory requirement evaluation	YES
Stage 3	Special Conditions of Contract verification	YES
Stage 4	Price / B-BBEE evaluation	YES



ANNEX A.1: ADMINISTRATIVE PRE-QUALIFICATION

5. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

5.1. 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-
 - (a) Reject the bid and not evaluate it, or
 - (b) Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.

5.2. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

- (1) **Submission of bid response:** The bidder has submitted a bid response documentation pack –
 - (a) 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;
 - (b) in the correct format as one original document, one copy and two copies on memory stick / USB.
- (2) **Attendance of briefing session:**

A Non-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.
- (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).



6. TECHNICAL MANDATORY REQUIREMENTS

6.1. INSTRUCTION AND EVALUATION CRITERIA

- (1) The bidder **must comply with ALL the requirements as per section 6.2 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. 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.

6.2. TECHNICAL MANDATORY REQUIREMENTS

TECHNICAL MANDATORY REQUIREMENTS	<i>Substantiating evidence of compliance (used to evaluate bid)</i>	<i>Evidence reference (to be completed by bidder)</i>
(1) CERTIFICATION: DIESEL DELIVERY CONTRACTOR The Bidder must be registered with Department of Mineral Resources and Energy to buy, sell and deliver petroleum products (bulk diesel).	Attach to Annex B a copy of a valid documentation (Certificate, Licence) from the Department of Mineral Resources and Energy to indicate that the bidder is certified to buy, sell and deliver petroleum products (bulk diesel). Note: SITA reserves the right to verify information provided.	<provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.1>



TECHNICAL MANDATORY REQUIREMENTS	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
<p>(2) BIDDERS EXPERIENCE AND CAPABILITIES - Delivery and Replenishment of diesel</p> <p>The Bidder must have executed diesel, delivery and replenishment services to at least two (2) customers during the past five (5) years with the capability to deliver a minimum of 300 litres of diesel in one delivery.</p>	<p>Provide in Annex B reference details for at least two (2) customer to whom the diesel replenishment services was delivered in the past five (5) years.</p> <p>Note: SITA reserves the right to verify information provided.</p>	<p><provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.2></p>

6.3. DECLARATION OF COMPLIANCE

	Comply	Not Comply
<p>The bidder declares by indicating with an “X” in either the “COMPLY” or “NOT COMPLY” column that –</p> <p>(a) The bid complies with each and every TECHNICAL MANDATORY REQUIREMENT as specified in SECTION 6.2 above; AND</p> <p>(b) Each and every requirement specification is substantiated by evidence as proof of compliance.</p>		



ANNEX A.2: SPECIAL CONDITIONS OF CONTRACT (SCC)

7. SPECIAL CONDITIONS OF CONTRACT

7.1. 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 –
 - (a) Negotiate the conditions, or
 - (b) Automatically disqualify a bidder for not accepting these conditions.
 - (c) Award to multiple bidders.
 - (d) Vary quantities dependant on SITA's requirements. Orders will be placed on an as and when basis.
- (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 above 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.

7.2. SPECIAL CONDITIONS OF CONTRACT

1. CONTRACTING CONDITIONS

- (a) **Formal Contract.** The Supplier must enter into a formal written Contract (Agreement) with SITA internal
- (b) **Right of Award.** SITA reserves the right to award the contract for required goods or services to multiple Suppliers.
- (c) **Right to Audit.** SITA reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct a financial audit or probity to ascertain whether a qualifying bidder has the financial wherewithal or technical capability to provide the goods and services as required by this tender.

2. REGIONAL PRESENCE IN ALL 9 REGIONS

Before contracting the bidder must provide proof that he or she have service outlets in all 9 provinces to ensure reliable diesel delivery when required.

3. STATEMENT OF WORK



(a) **Diesel Delivery and Replenishment Services**

The Bidder must provide the following Diesel Replenishment services:

- (i) The Bidder will be expected to supply clean diesel “as and when” required on a 24-hour basis to all the identified SAPS Switching centers, Nodal point sites and SAPS high sites.
- (ii) Due to the mission critical nature of the Diesel Generator Set, it is essential to ensure a constantly available supply of diesel fuel for replenishment, and the 24-hour service for actual replenishment of the diesel should the generator run for a period of time.
- (iii) 4 Hour Maximum Time To Refill (MTTRefill) will be required for diesel replenishment.
- (iv) The diesel price must be based on the local service station pump rates at time of delivery.
 - 1. 50 ppm sulphur grade diesel price (Diesel, Reef, 0.05%)
 - 2. 50 ppm sulphur grade diesel price (Diesel, Coast, 0.05%)

4. DELIVERY ADDRESS

- a. The supplier must deliver the required products or services at as indicated in Annex A.4 section 9.1 SAPS site names.

5. DELIVERY SCHEDULE

- (a) The diesel replenishment services must be implemented immediately after receipt of an official Purchase Order from SITA.

6. SERVICES AND PERFORMANCE METRICS

- a. Service providers must adhere strictly to the respond and delivery requirements:
 - (i) 1 Hour Maximum Time To Respond (MaxTTResp) will be required.
 - (ii) 4 Hour Maximum Time To Repair (MaxTTRefill) will be required for diesel replenishment.

7. SUB-CONTRACTING

- (a) Where work is sub contracted to a specialist third party bidder, the Bidder must supervise the work continuously to ensure acceptable quality and to ensure that no risk exist to SITA and ensure no service interruptions to SITA or its clients. The main bidder remain fully responsible for the sub bidder’s actions or omission of actions. Penalties or claims for damages caused by the sub-contractor shall be applied to the main bidder in full.

8. HUMAN RESOURCES

- (a) The Bidder must be responsible for its staff and they must be equipped with adequate individual safety equipment and personal protective equipment when executing the task.



9. LOSSES

- (a) The bidder shall be held responsible for any losses caused to SAPS due to the bidder's or his sub bidder's actions or absence thereof. Damages shall be recovered from outstanding money's owed to the bidder. Where outstanding moneys are not sufficient to cover the full loss experienced by SITA, the bidder shall be invoiced for the outstanding moneys.
- (b) Losses to SAPS shall be determined and be assigned to the diesel bidder where the balance of probability is more than 50% that the failure or incident was caused by the diesel bidder's actions or absence of action.
- (c) Examples of losses caused to SAPS that shall be recovered from the Contract, could include:
 - 1. Fire suppression system triggered by the actions of the bidder and subsequent a fruitless discharge of gas is resulted.
 - 2. Work is being performed by the bidder inside the SAPS IT environment and intentionally or unintentionally Network cabling are damaged which causes Network Traffic loss.
 - 3. Damage to property during the execution of work.
- (d) The bidder must have the required insurance cover in place within two weeks from contract commencement and of sufficient value to cover these types of incidences. SITA shall not interact with the diesel bidder's underwriter and shall deduct moneys directly as indicated above.

10. PENALTIES

- (a) Should the diesel bidder not adhere to the SLA time frame specified to Respond (MaxTTResp) to an incident, the penalty to the diesel bidder shall be equal to 5% of the full value of the diesel replenishment cost for the relevant site/s.
- (b) Should the diesel bidder not adhere to the SLA time frame specified to Refill (MaxTTRefill) of an incident, the penalty to the diesel bidder shall be equal to 10% of the full value of the diesel replenishment cost for that the relevant site/s.
- (c) The penalty for late submission of a RCAs or RFO document shall be equal to 10% of the full value of the diesel replenishment cost for the relevant site/s.
- (d) The above 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 calendar days following the incident or SITA's notice of penalty, indicating why the bidder deem the penalty not to be applied. SITA shall take this into consideration, but SITA's decision shall be final and shall deduct penalty values from the monthly invoices for the relevant site(s).



11. SCOPE OF WORK CHANGES

- (a) SITA reserves the right to add or remove any SAPS sites from this contract.

12. SERVICE HISTORY AND INVENTORY SERVICES

- (a) The bidder must insure that the processes and/or procedures and/or systems are in place to track work performed:
 - i. Replenishment of the diesel standby generators.

13. ROUTE CAUSE ANALYSIS AND REASON FOR OUTAGE REPORTS

- (a) The Reason for late delivery (RFO) to SAPS sites shall be issued within 12 hours of the failure, by the diesel bidder.
- (b) A detailed Root Cause Analysis (RCA) shall be issued within 36 hours after the late delivery of diesel took place.
- (c) The following minimum points shall be addressed in the RCA:
 - 1. Background leading to the late delivery of diesel.
 - 2. Moneys that shall be credited by the diesel bidder to SITA as penalty for failure
 - 3. How similar failures of late delivery of diesel shall be prevented for all sites under the diesel bidder's responsibility
 - 4. Technically poor and sub-standard RCAs shall not be accepted and shall be referred back to the diesel bidder, with the 36-hour.

14. FINANCIALS – INVOICES AND JOB CARDS

- (a) The Bidder will be expected on a monthly basis to provide:
 - (i) One invoice for the contractual diesel replenishment services work carried out at the SAPS Switching centers, Nodal point sites and SAPS High sites.
 - (ii) The supplier must charge SITA the diesel pump price for the month when the request for diesel was received. The Department of Mineral Resources and Energy (DMRE) diesel fuel price for the specific monthly invoice must be clearly indicate on the invoice.
 - (iii) When the diesel pump price goes up or down the bidder must adjust the cost for diesel accordingly.
 - (iv) A corresponding signed Job Card by the SAPS or SITA person that requested diesel must accompany every invoice per SAPS site that was refilled with diesel.
 - (v) The following need to be clearly visible on the Job Card:
 - Name of the diesel refill requester;
 - Contact number of the requester;



- Date and time of original request;
- Date and time when refill took place;
- Name of the person delivering the diesel;
- Contact number of person delivering the diesel;
- Amount of diesel refilled;
- Name and address where diesel replenishment took place.

15. SUPPLIER PERFORMANCE REPORTING

- (a) The Bidder **must schedule an quarterly meetings between SITA/Client and service provider and also ADHOC meetings from both sided.**
- (b) A monthly report must be submitted to SITA on the first business day of the following month, with the following information:
 - (i) Status of diesel replenishment on all sites listed;
 - (ii) Problems, solutions and risks;
 - (iii) Where any downtime occurred due to diesel shortage the following must be shown;
 - (iv) Reason for Outage;
 - (v) Date of Outage;
 - (vi) Time of Outage.

16. CERTIFICATION, EXPERTISE AND QUALIFICATION

- (a) The Bidder represents that,
 - (i) it has the necessary expertise, skill, qualifications and ability to undertake the work required in terms of the Statement of Work or Service Definition and;
 - (ii) It is committed to provide the Products or Services; and
 - (iii) Will ensure the supply of clean 50ppm diesel locally.
 - (iv) Perform all obligations detailed herein without any service interruption to the Customer.
 - (v) 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;
 - (vi) The bidder shall have trained personnel available to fulfil its obligations and ensure the skills level of technicians and support personnel to be of a high standard. The replenishment service will be available 24-7-365.
 - (vii) The Bidder 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;



17. LOGISTICAL CONDITIONS

- (a) The service provider shall have a 24/7/365 Technical Call Centre.
- (b) This Call Centre shall have multiple telecommunication lines and shall have a 100% telecommunication uptime and 100% Information Technology uptime. This Call Centre shall be equipped with backup power sources and shall have a 100% power uptime. The bidder shall have a disaster recovery site to which Call Centre operations can be routed, should the primary Call Centre encounter a disaster. The disaster recovery site shall be operational and functional and be able to manage 25% of the operations within 15 minutes, 50% of the operations within 30 minutes, and able to manage full strength within 60 minutes.
- (c) The staff manning the bidder's Call Centre shall have a technical background and understand the Data Centre Environmental system. This Call Centre shall supervise the actions of the technicians on the call out and ensure that the most suitable technical, safe, and economical action is taken to resolve the incident with no risk to SITA and so as to prevent a failure in the SAPS Infrastructure.
- (d) In the event that SITA's email system is down, the above correspondence shall revert to telephonic correspondence with telephonic updates.
- (e) The service provider shall have a proper incident management process in place to ensure that the best possible levels of service quality and availability are maintained.
- (f) The Diesel Bidder shall have an External Escalation Matrix in place within one week of contract award to manage external escalations against his Call Centre. The Diesel Bidder shall also have an Internal Escalation Matrix in place within one week of contract award to indicate to SITA how internal escalations within the Call Centre shall run.
- (g) Proper problem management needs to be implemented by the bidder to eliminate recurring incidents, and to minimize the impact of incidents that cannot be prevented.

18. REGULATORY, QUALITY AND STANDARDS

- (a) The Supplier must for the duration of the contract ensure compliance with ISO/IEC General Quality Standards, ISO27001, and Protection of Personal Information Act (POPIA).
- (b) The Supplier must for the duration of the contract ensure compliance with General Quality Standards, ISO 9001
- (c) The Supplier must for the duration of the contract ensure compliance with SANS standards (SANS 10222-2)
- (d) Occupational Health and Safety Act, inclusive of the Regulations contained within this Act, with specific reference to the Lead Regulations, Environmental Regulations, Driven Machinery Regulations, Electrical Machinery Regulations, Electrical Installation Regulations and SANS 10142, and Pressure Equipment Regulations.



- (e) Registered with Department of Labour as Installation Electrician to oversee changes where changes or extensions are made to the electrical installation and to issue a Certificate of Compliance as prescribed by the Occupational Health and Safety Act.
- (f) Registered as a SAQCC Gas registered refrigerant gas practitioner for the installation, repair or modification and/or maintenance of a refrigeration system
- (g) National Key Points Act 1980 as amended.
- (h) Environmental Conservation Act 1989 as amended.
- (i) SAPS site access and security policy.
- (j) SAPS Change Control Policy.
- (k) Any approved new site equipment installations and enhancements of Infrastructure must be quality assured and comply with all applicable SABS standards as well as municipality standards.
- (l) The safety of SAPS personnel and visitors to SAPS premises must be placed first, at all times and great care must be taken not to damage any infrastructure or equipment.

19. PERSONNEL SECURITY CLEARANCE

- (a) 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).
- (b) The bidder shall be responsible for his own personal security, staff security, and security escort when executing diesel delivery duties. This security cost is deemed part of and included in the contractual rates.
- (c) The bidder personnel who enter into SAPS restricted areas must adhere to SAPS security standards that are applicable.
- (d) The Supplier must ensure that the security clearances of all personnel involved in the Contract remains valid for the period of the contract.
- (e) The Supplier must provide proof of security vetting.

20. CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS

- (a) The Supplier, including its management and staff, must before commencement of the Contract, sign a non-disclosure agreement regarding Confidential Information.
- (b) Confidential Information means any information or data, irrespective of the form or medium in which it may be stored, which is not in the public domain and which becomes available or accessible to a Party as a consequence of this Contract, including information or data which is prohibited from disclosure by virtue of:
 - (i) the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);



- (ii) being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Contract;
 - (iii) being information or data, which one Party provides to another Party or to which a Party has access because of Services provided in terms of this Contract and in which a Party would have a reasonable expectation of confidentiality;
 - (iv) being information provided by one Party to another Party in the course of contractual or other negotiations, which could reasonably be expected to prejudice the right of the non-disclosing Party;
 - (v) being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;
 - (vi) being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;
 - (vii) being financial, commercial, scientific or technical information, other than trade secrets, of a Party, the disclosure of which would be likely to cause harm to the commercial or financial interests of a non-disclosing Party; and
 - (viii) being information supplied by a Party in confidence, the disclosure of which could reasonably be expected either to put the Party at a disadvantage in contractual or other negotiations or to prejudice the Party in commercial competition; or
 - (ix) information the disclosure of which would be likely to prejudice or impair the safety and security of a building, structure or system, including, but not limited to, a computer or communication system; a means of transport; or any other property; or a person; methods, systems, plans or procedures for the protection of an individual in accordance with a witness protection scheme; the safety of the public or any part of the public; or the security of property; information the disclosure of which could reasonably be expected to cause prejudice to the defence of the Republic; security of the Republic; or international relations of the Republic; or plans, designs, drawings, functional and technical requirements and specifications of a Party, but must not include information which has been made automatically available, in terms of the Promotion of Access to Information Act, 2000; and information which a Party has a statutory or common law duty to disclose or in respect of which there is no reasonable expectation of privacy or confidentiality;
- (c) Notwithstanding the provisions of this Contract, no Party is entitled to disclose Confidential Information, except where required to do so in terms of a law, without the prior written consent of any other Party having an interest in the disclosure;
- (d) Where a Party discloses Confidential Information which materially damages or could materially damage another Party, the disclosing Party must submit all facts related to



the disclosure in writing to the other Party, who must submit information related to such actual or potential material damage to be resolved as a dispute;

- (e) Parties may not, except to the extent that a Party is legally required to make a public statement, make any public statement or issue a press release which could affect another Party, without first submitting a written copy of the proposed public statement or press release to the other Party and obtaining the other Party's prior written approval for such public statement or press release, which consent must not unreasonably be withheld.

21. GUARANTEE AND WARRANTIES

The Supplier warrants that:

- (a) 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;
- (b) 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
- (c) Any misrepresentation by the Bidder amounts to a breach of Contract.

22. GENERAL

- (a) The supplier will be bound by Government Procurement: General Conditions of Contract.
- (b) (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the Supplier. However, SITA reserves the right to include or waive the condition in the signed contract.
- (c) SITA reserves the right to:
 - (i) Negotiate the conditions, or
 - (ii) Automatically disqualify a bidder for not accepting these conditions.
 - (iii) Right to Audit: SITA reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct probity to ascertain whether a qualifying bidder has the technical capability to provide the goods and services as required by this tender.
- (d) "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.

23. 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.

24. FRONTING

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

25. 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.

26. 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.



7.3. DECLARATION OF COMPLIANCE

	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 -		
(a) Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and;		
(b) Provide reason and proposal for each of the conditions that is not accepted.		
Comments by bidder: Provide reason and proposal for each of the conditions not accepted as per the format: Condition Reference: Reason: Proposal:		



8. COSTING AND PRICING

4.1. COSTING AND PRICING EVALUATION

- (1) In terms of Preferential Procurement Policy Framework Act (PPPFA), the following preference point system is applicable to all Bids:
 - (a) 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
 - (b) 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 –
 - (a) 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
 - (b) 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 8.4 above 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.

4.2. COSTING AND PRICING CONDITIONS

1. SOUTH AFRICAN PRICING

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

2. TOTAL PRICE

- (a) The diesel price must be based on the local service station pump rates as per the Department of Mineral Resources and Energy (DMRE).
- (b) The cost of delivery, labour, Transport, etc. must be included in this bid.
- (c) The Bidder may charge SITA only as per DMRE diesel fuel cost for the month diesel was request, in case the diesel pump price goes up or down the bidder must adjust the cost for diesel accordingly during invoicing.



NOTE (1): The diesel price must be based on the local service station pump rates as per the Department of Mineral Resources and Energy (DMRE).

NOTE (2): All bidders must use R25.56 litre of diesel for this evaluation purpose.

NOTE (3): The Bidder must note 1000 litres is only for evaluation purposes.

NOTE (4): The quantities in the pricing schedule is to ensure a competitive bidding process and may vary dependant on SITA's requirements. Orders will be placed on an as and when basis.

NOTE (5) The combined diesel in litres to all SAPS sites are approximately 123000 litres. Note that this amount will not be required monthly, diesel requests will be placed on an as and when basis only.

Note (6) Load shedding and Municipal power failures are unpredictable this may increase or decrease diesel requirements.

4.3. BID PRICING SCHEDULE

- (a) Bidders **must** complete the bid pricing schedules in the Excel spreadsheet format provided and attach this as part of their submission.
- (b) Bidders **must** complete both the following pricing schedules:
Pricing Schedule 01: For a period of three (3) years
Pricing Schedule 02: Optional extension for a further two (2) years.

Note (1): Bidders must complete both pricing schedules, however Pricing schedule 01 will be used for the award of the tender.

Note (2): SITA reserves the right to negotiate pricing with the successful bidder prior to the award as well as envisaged quantities.

(c) 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 -		
(a) Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and;		



	ACCEPT ALL	DO NOT ACCEPT ALL
(b) Provide reason and proposal for each of the condition not accepted.		
Comments by bidder: Provide the condition reference, the reasons for not accepting the condition.		



ANNEX A.4: ADDRESSES AND EQUIPMENT INVENTORY SCHEDULE

3. Technical Schedules

(a) SAPS SITE NAMES

No	Site Name (SAPS Switching Centres sites)
1	East London Switching Centre
2	Mthatha Switching Centre
3	Port Elizabeth Switching Centre
4	Bloemfontein Switching Centre
5	Welkom Switching Centre
6	Brixton Switching Centre
7	Germiston Switching Centre
8	Krugersdorp Switching Centre
9	Vereeniging Switching Centre
10	Durban Switching Centre
11	Empangeni Switching Centre
12	Hilton Switching Centre
13	Newcastle Switching Centre
14	Port Shepstone Switching Centre
15	Modimolle Switching Centre
16	Polokwane Switching Centre
17	Middelburg Switching Centre
18	Nelspruit Switching Centre
19	Kimberley Switching Centre
20	Upington Switching Centre
21	Potchefstroom Switching Centre
22	Rustenburg Switching Centre
23	Maitland Switching Centre
24	George Switching Centre
25	Worcester Switching Centre
No	Site Name (SAPS Nodal point sites)
1	Jeffereysbay bldg. Eastern Cape
2	Zwelitsha bldg. Eastern Cape
3	Benoni 10111 bldg. East Rand Gauteng
4	Honeydew bldg. Roodepoort Gauteng
5	Lyttelton SAPS bldg. Centurion Gauteng
6	Boschkop bldg. Bronkhorstspuit Gauteng
7	Tulbach bldg. Pretoria Gauteng

8	Dube bldg. Pretoria Gauteng
9	Erasmuskloof bldg. Pretoria Gauteng
10	Garsfontein bldg. Pretoria Gauteng
11	JHB Provincial bldg. Johannesburg Gauteng
12	Mamelodi bldg. Pretoria Gauteng
13	Midrand 10111 bldg. Midrand Gauteng
14	Mobile JOCC 1 trailer Johannesburg South
15	Mobile JOCC 2 trailer Johannesburg South
16	Newlands bldg. Menlyn Pretoria Gauteng
17	Pretoria Radio Tech bldg. Pretoria Gauteng
18	Wagthuis bldg. Pretoria Gauteng
19	PTA Hawks bldg. Pretoria Gauteng
20	NAT JOCC bldg. Snake Valley Centurion Gauteng
21	Persequor Park bldg. Pretoria Gauteng
22	Silverton Logistics bldg. Silverton Pretoria Gauteng
23	KZN JOCC bldg. Durban KwaZulu-Natal
24	Richardsbaai SAPS bldg. KwaZulu-Natal
25	Servamus bldg. Durban KwaZulu-Natal
26	Duiwelskloof container. Limpopo
27	Polokwane 10111 bldg. Polokwane
28	Seshego container. Polokwane
29	Middelburg Radio Tech bldg. Mpumalanga
30	Middelburg SAPS bldg. Mpumalanga
31	Middelburg 10111 bldg. Mpumalanga
32	Witrivier 10111 bldg. Mpumalanga
33	Nelspruit Radio Tech Mpumalanga
34	Mobile JOCC 5 trailer Eastern Cape
35	East London 10111 bldg. Eastern Cape
36	Port Elizabeth 10111 bldg. Eastern Cape
37	Platteklouf bldg. Cape Town
38	WC JOCC bldg. Cape Town
39	Viljoensdrif container Free State
40	Namakgale container
41	Laersdrift container
42	Brixton 10111 SAPS
43	Maitland container
44	Matlala container
45	Encobo container
46	Mobile JOCC 4 trailer

47	Hlogotlou container
48	Nelspruit JOCC
49	Port Elizabeth JOCC
50	Mahikeng 10111 name change
51	Bloemfontein JOCC
52	Mfuleni
53	George Radio Technical
54	Jeppe DoP
55	Johannesburg Central SAPS
56	Roos Senekal SAPS
57	Welkom 10111 new
58	Selossha 10111 new
59	Phuthaditjhaba 10111 new
60	Park Road DOCC new
61	Trompsburg DOCC new
62	Thabong DOCC new
63	Zamdela DOCC
64	Bethlehem DOCC new
No	Site Name (SAPS High sites sites)
1	ABSA Pretoria
2	Bakenkop
3	Benoni
4	Braamfontein
5	Bronkhorstspuit
6	Cable Hill
7	Carletonville
8	Cullinan
9	Daveyton
10	Dawnpark
11	Dawnview
12	De Tweede Spruit
13	Devon
14	Donkerhoek
15	Elandsfontein
16	Goeiehoek
17	Groenfontein
18	Heidelberg
19	Heldekruin



20	Hekpoort
21	Hennops Ridge
22	Honeydew
23	Horison Park
24	Jabulani
25	Johannesburg Hospital
26	Kameeldrift
27	Kempton Park
28	Kloof Mine
29	Kromdraai
30	Kwamhlanga
31	Langerant
32	Laudium
33	Lenasia South
34	Lindley
35	Lyttelton
36	Magaliesburg
37	Midrand
38	Millgate Farm
39	Minerva
40	Modderfontein
41	Mondeor
42	Moreleta Park
43	Munsieville
44	North Cliff
45	Observatory
46	Platberg
47	Protea Ridge
48	Randfontein
49	Rand Merchant Bank
50	Renosterkop
51	Risana
52	Rust De Winter
53	Seekoeifontein
54	Silverton
55	Soshanguwe
56	Springs
57	Temba
58	Tembisa

59	Tierpoort (Sasolburg)
60	Vaal Marina
61	Vanderbijlpark
62	Vereeniging
63	Waterkloof
64	Waverley
65	Welbekend
66	Winterveldt
67	Zonkizizwe (Vosloorus)
68	Midrand Control



ANNEX A.5: TERMS AND DEFINITIONS

4. ABBREVIATIONS

A	Amp
CAD	Computer Aided Design
CD	Compact Disc
CIDB	Construction Industry Development Board
Excl	Excluding
Hz	Hertz
ICT	Information and Communication Technology
Incl	Including
ISO	International Organization for Standardization
kVA	Kilo Volt Ampere
kVAr	Kilo Volt Ampere reactive
kW	Kilo Watt
OEM	Original Equipment Manufacturer
PPPFA	Preferential Procurement Policy Framework Act
Rpm	Revolutions per Minute
SABS	South African Bureau of Standards
SANS	South African National Standards
SITA	State Information Technology Agency
SLA	Service Level Agreement
UPS	Uninterruptable Power Supply
USB	Universal Serial Bus
V	Volt
SAPS	South African Police Service



ANNEX B: BIDDER SUBSTANTIATING EVIDENCE

5. MANDATORY REQUIREMENT EVIDENCE

11.1 BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS

Attach a copy of a valid documentation (Certificate, Licence) from the Department of Mineral Resources and Energy to indicate that the bidder is certified to buy, sell and deliver petroleum products (bulk diesel) **here**.

11.2 BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS

The Bidder must have executed diesel, delivery and replenishment services to at least two (2) customers during the past five (5) years with the capability **to deliver a minimum of 300 litres of diesel in one delivery**.

Complete table below, noting that:

- The Bidder must provide reference details for at least two (2) customer to whom diesel replenishment services was delivered in the past five (5) years.
- Project end-date must be current or not older than five (5) years from date this bid is advertised,
- Scope of work must be related.

Table 1: References

No	Company name	Reference Name, Tel and/or email	Person and/or	Project Scope of work	Project Start and End-date
1	<Company name>	<Person Name> <Tel> <email>		<Provide details of a project to whom diesel replenishment services was delivered in the past five (5) years >	Start Date: End Date: