



**BID SPECIFICATION**

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| --- | --- |
| **RFQ No:** | RFB 3128/2025 |
| **Description** | The Appointment of a Service Provider to Provide Maintenance, Support and Service of Diesel Generators at the SITA Centurion Site for a Period of Thirty-Six (36) Months |
| **Issue Date** | 19 August 2025 |
| **Compulsory Virtual Briefing** | 27 August 2025  Time: 10:00 am – 12:00 pm (South African Time)  Venue: Microsoft Teams  **Microsoft Teams**  [**Join the meeting now**](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDkzZTE0MTgtMTY4Yi00MzFiLWEyNWUtNmE4ODRhYTc2NGY3%40thread.v2/0?context=%7b%22Tid%22%3a%2248cd5724-88c7-48c3-a665-945436edd7fc%22%2c%22Oid%22%3a%227a6dc39b-1322-42f5-8168-0d141cfc9019%22%7d) **(right click on join the meeting now, select open hyperlink to join the meeting)**  Meeting ID: 380 588 758 257  Passcode: DT6Pi6Qn |
| **Closing Date for questions / queries** | 01 September 2025 |
| **Bid Response Submission Address** | Tender Office  459 Tsitsa Street, Erasmuskloof, Pretoria, 0105 |
| **RFQ Closing Details and Time** | Date: 12 September 2025  Time: 11:00 (South African Time) |
| **RFQ Validity Period** | 200 Days from the Closing Date |

**NOTE: PROSPECTIVE BIDDERS MUST BE REGISTERED ON NATIONAL TREASURY’S CENTRAL**

**SUPPLIER DATABASE (CSD) PRIOR TO SUBMITTING BIDS.**

Contents

[1. Introduction and background 3](#_Toc200618371)

[1.1. Purpose 3](#_Toc200618372)

[1.2. Background 3](#_Toc200618373)

[2. Scope of Bid 3](#_Toc200618374)

[2.1. Scope of Work 3](#_Toc200618375)

[2.2. Delivery address 4](#_Toc200618376)

[3. Requirements 4](#_Toc200618377)

[3.1. Detailed Requirements 4](#_Toc200618378)

[3.2. Existing Emergency Power Generators Details 5](#_Toc200618379)

[4. Bid Evaluation Stages 5](#_Toc200618380)

[4.1. Mandatory Administrative responsiveness (Stage 1) 6](#_Toc200618381)

[4.1.1. Attendance of briefing session 6](#_Toc200618382)

[4.1.2. Registered Bidder 6](#_Toc200618383)

[4.1.3. Bid Submission Instructions 6](#_Toc200618384)

[4.2. Technical returnable documents 7](#_Toc200618385)

[4.2.1. Instruction and evaluation criteria 7](#_Toc200618386)

[4.3. Technical mandatory requirements (Stage 2) 8](#_Toc200618387)

[4.4. Special Conditions of Contract Verification (Stage 3) 10](#_Toc200618388)

[4.4.1. Special Conditions of Contract 10](#_Toc200618389)

[4.4.2. Declaration of compliance and acceptance SCC 21](#_Toc200618390)

[Annex A: Bidder substantiating evidence 28](#_Toc200618391)

[5. Technical Mandatory Requirement Evidence 28](#_Toc200618392)

[5.1. Bidder Certification / Affiliation Requirements 28](#_Toc200618393)

[5.2. Bidder Experience and Capability Requirements 28](#_Toc200618394)

[5.3. CIDB Registration Requirements 28](#_Toc200618395)

[5.4. Electrical Technician Qualification 29](#_Toc200618396)

[5.5. Diesel Mechanic Technician Qualification 29](#_Toc200618397)

[5.6. Special Conditions of Contract 29](#_Toc200618398)

[5.7. Preference Points Preferential Goals Evidence 29](#_Toc200618399)

[Annex B: CIDB Registration Requirement 31](#_Toc200618400)

[Annex C: CIDB BASIC GUIDE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS (GCC 2004) 32](#_Toc200618401)

# Introduction and background

## Purpose

The purpose of this **RFB 3128/2025** is to invite Suppliers (hereinafter referred to as “bidders”) to submit bids for the “**Appointment of a Service Provider to provide Maintenance, Support and Service of Diesel Generators for a Period of Thirty-Six (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 power generator equipment.

# Scope of Bid

## Scope of Work

The scope of work by the bidders is to provide preventative and corrective emergency power generator 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 contractors’ 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-Six (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:** Site Address

|  |  |  |
| --- | --- | --- |
| **No** | **Site Name** | **Physical Address** |
| 1 | Centurion Data Centre | 1108 John Vorster Drive, Centurion, Pretoria |

# Requirements

## Detailed Requirements

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

1. On-site routine and scheduled maintenance for all generator sets specified in section 3.2 with original parts and spares:
   1. **Periodic Generator Testing, including Mains Fail Testing**, including travel, labour, material, tools, and consumables., and provide the specified report.
   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 generator set 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. **Engine Oil and Oil Filters Change Service:** This work includes travelling, labour, Lubricating Oil, Oil Filters, material/spares, consumables, and tools.

Note (1) The bidder responsible for the number of oil filters and amount of oil required to complete the service for each generator set.

* 1. **Filter Service and Change.** This work includestravelling, labour, 1x Inline Water Trap Filter, Fuel Filters, Air Filters, material/spares, consumables, and tools.

Note (1) The bidder responsible for the number of fuel and air filters required to complete the service for each generator set.

* 1. **Coolant Change:** This workincludes travelling, labour, ready-mix coolant, material/spares and tools. The coolant specification should be OEM-approved.
  2. **Starter Battery Replacement:** This work includes travelling, labour, starter Batteries, material/spares, consumables, and tools.
  3. **Oil Test**. This includes travelling to the relevant site, labour, and collecting samples, materials/spares, consumables, and tools.
  4. **Coolant Test**. This includes travelling to the relevant site, labour, and collecting samples, materials/spares, consumables, and tools.

1. On-site corrective and Remedial maintenance, including ad-hoc requests for major component repairs/replacement or refurbishment.
2. On-site Callouts and Emergency Maintenance followed by a Root Cause Analysis.
3. 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.
4. Upon SITA’s request, the bidder must provide inspection and quality assurance services on other SITA electrical contractors’ work for SITA systems that impact the equipment performance and services on this scope.
5. Upon SITA’s request, provide services relating to the isolation and commissioning infrastructure specified in this scope.
6. The services described under this scope will be required for a period of Thirty-Six (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.

## Existing Emergency Power Generators Details

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

1. **Generator Sets No’s: 1-4**
   1. Engine Make and Model: 2250kW MTU 16V4000G63
   2. Alternator Make and Model: MECCALTE ECO 46-1.5L
   3. Make and Number of Batteries: Delkor 1150K 105Ah **x8**
   4. OEM Approved Coolant: Fuchs MAINTAIN FRICOFIN LL 50
   5. Estimated Coolant Capacity: 3000L, (remote radiator installation)
   6. Genset Controller: DSE 8610 MK II Synchronised
2. **Generator Set No: 5**
   1. Engine Make and Model: 2200kW Mitsubishi S16R2-PTAW
   2. Alternator Make and Model: Leroy Sommer-LSC86M2
   3. Make and Number of Batteries: Delkor 1150K 105Ah **x 8**
   4. OEM Approved Coolant: Fuchs MAINTAIN FRICOFIN LL 50
   5. Estimated Coolant Capacity: 1000L
   6. Genset Controller: DSE 7410 MK II Single Unit

# 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 Requirements | 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

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. Any bidder who fails to attend the compulsory briefing session will be disqualified.

**Note (1):** The **Site Visit** will be arranged on request, and it is not compulsory.

### 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. 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.
3. Bidders need to complete all the SBD documents which needs to be submitted as stated in the Invitation to Bid Document.

### Bid Submission Instructions

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

1. **Envelope 1: RFB Document and Technical / Functionality Response**

The following must be included and submitted in a separate envelope:

* 1. One (1) original file excluding pricing; **and**
  2. One (1) hard copy excluding pricing; **and**
  3. One (1) electronic copy on USB memory stick/ flash drive in Portable Document Format (PDF) of the RFB Document and Technical / Functionality Response.

1. **Envelope 2: Price Response**

The following must be included and submitted in a in a separate envelope:

* 1. One (1) original file excluding Technical / Functionality Response; and
  2. One (1) hard copy excluding Technical / Functionality Response; and
  3. One (1) electronic copy on USB memory stick/ flash drive in Portable Document Format (PDF) of pricing only.

1. 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.
2. To ensure that the electronic copies are not damaged, the bidder must submit the USB’s (memory stick/ flash drive) in a sealed padded envelope and be clearly marked.
3. Bidders shall submit Bid 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.**
4. 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.
5. 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.
6. Late bids shall not be considered.
7. The Bid response must be signed by an authorised employee, agent or representative of the bidder. The Bid response Bid 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.
8. Faxed or e-mailed bids will not be accepted.
9. Bidders shall submit Bid 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.**
10. 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.
11. 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 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.

## 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 documentation (e.g. letter) from the Department of Labour as evidence that the bidder is registered as an Electrical Contractor.  **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 5.1**> |
| **2. Bidder Experience and Capability Requirements** | | |
| (a) The bidder must have executed maintenance for emergency power generators of minimum capacity of 1350kVA at Data Centre or equivalent high availability (Hospital, Airport, Bank, or similar High Availability Environments) environment to at least two (02) customers in the past 05 years from publication date of this bid. | The Bidder **must** provide reference details from at least two (2) customers to whom maintenance services on emergency power generators for the Data Centre or equivalent High Availability Environment (Hospital, Airport, Bank, or similar High Availability Environments) were delivered in the past Five (05) years from publication date of this bid:  **NOTE (1):**  The Bidder **must provide all** of 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):**  Failure to comply fully with the abovementioned requirements will result in disqualification.  **NOTE (3):**  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 **6EB or 6EP** 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 **6EB or 6EP**  **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. Electrical Technician Qualification** | | |
| **The Bidder must provide a qualified Electrician with five (5) years’ experience or longer post-trade test certificate.** | Attach to **ANNEX A,** a copy of valid documentation, including a Trade Test Certificate indicating that the Electrician is qualified with five (5) years of experience or a longer post-trade test certificate.  **NOTE (1):**  SITA reserves the right to verify the information provided. | <provide unique reference to locate substantiating evidence in the bid response – **see Annex A, section 5.4**> |
| **5. Diesel Mechanic Technician Qualification** | | |
| **The Bidder must provide a qualified Diesel Mechanic with five (5) years’ experience or longer post-trade test certificate.** | Attach to **ANNEX A**, a copy of valid documentation, including a Trade Test Certificate indicating that the Diesel Mechanic is qualified with five (5) years of experience or a longer post-trade test certificate.  **NOTE (1):**  SITA reserves the right to verify the information provided | <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 Declaration of compliance and acceptance under the Special Conditions (**Section 4.4.2**).  **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. Award to multiple bidders; or
   4. Not to award; or
   5. To do a partial 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

1. 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

* 1. 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, including Utility Mains Fail Testing and Monthly Inspections**, including travel, labour, material, tools, and consumables and provide the specified report. SITA will give notice three business days before the intended utility mains failure simulation, with final confirmation at least one business day in advance. The services will include:
   1. The Grid power failure simulations are usually performed on weekend (Saturdays or Sundays) for a period not exceeding 3 (three) hours.
   2. In the absence of the mains failure generator test, the Off-load generator test must be performed monthly. This periodic generator set test run can lubricate engine components, improving starting reliability, preventing oxidation of circuit joints, and preventing fuel deterioration. This work may only be done during a SITA-approved Change window. This work may be done during normal hours. The genset can run for a minimum of 15 minutes. When running, check:
      1. Whether the generator has abnormal vibrations.
      2. Excessive exhaust gases.
      3. Excessive noise or coolant.
      4. Fuel, coolant and lubricant leakages.
      5. Monitor and record the operating parameters, e.g. voltage, frequency, speed, charging voltage, etc.
   3. A report detailing the status of the electrical plant during the duration of the test to be submitted, and relevant job card must be signed by SITA representative upon the completion of the test. The job card will form part of the monthly report.
2. **Routine generator set and plant maintenance:** Technical teams will perform routine detailed inspections of all generator 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. The services will include:
   1. Check fuel, coolant and lubricant leakage, whether they are leaking.
   2. Check the engine coolant heater. If the temperature is too low, the heater may not work, resulting in engine heating failure. Replace faulty components.
   3. Check generator lubricants and coolants and top if necessary.
   4. Check and measure battery voltage and CCA (Cold Cranking Current) values.
   5. Check the resistance value of the air filter.
   6. Check whether the radiator becomes less crowded and leakage.
   7. Clean radiator coils.
   8. Check fuel elevation and delivery system status.
   9. Check the battery connections.
   10. Check Battery condition status.
   11. Check whether the exhaust system leaks or has excessive resistance and discharge condensate liquid.
   12. Check the resistance of intake ventilation of the generating set.
   13. Check engine lubricating oil quality and branch filter.
   14. Clean or change the crankcase and ventilation filter.
   15. Check whether the oil hose is damaged and replace it if necessary.
   16. Check electrical safety control equipment and alarm.
   17. Remove grease, lubrication, dust and other sediments from the generator set.
   18. Check transmission line connectors, circuit breakers and switching switches.
   19. Check fan blades, pulleys and water pumps.
   20. Fixture bolts of related parts of the generator set.
   21. Clean generator output and control box, check and tighten all line connections, and measure and record generator winding resistance.
   22. Check the operation of the fuel polishing system and rectify it if required.
   23. Check the operation of the automatic re-fuelling system.
   24. Check and inspect the condition of the tanks and piping system for leaks and rectify if necessary.
3. **Engine Oil, Filters Change and Service:** This work includes travelling, labour, lubricating oil, oil filters, material/spares, consumables, and tools. This task is to be completed after oil sampling tests. The services will include and not limited to:
   1. Check oil level: measure the current oil level to assess if it has been low.
   2. Assess oil condition, colour, viscosity, and odour to check for signs of contamination or excessive wear.
   3. Inspect the oil filter and check for clogs, leaks, or any visible issues with the oil filter.
   4. Drain old oil and warm up the engine: Run the engine briefly to warm the oil, allowing for easier and more complete drainage.
   5. Remove and replace the oil filter and refill the engine with new oil.
   6. Check the oil level, confirm the oil level and top off if necessary.
   7. Start the engine and check for leaks.
   8. Run the engine briefly to circulate the new oil.
   9. Inspect for leaks, check the oil filter area for any leaks ensuring the new filter is secure.
   10. Recheck the oil level after the engine has been shut off and the oil has settled; check the level again to confirm accuracy.

Note (1) The bidder responsible for the number of oil filters and amount of oil required to complete the service for each generator set.

1. **Fuel and Air Filters Change and Service.** This work includestravelling, labour, 1x Inline Water Trap Filter, Fuel Filters, Air Filters, material/spares, consumables, and tools. The services will include and not limited to:
   1. **Inspect Air Filter:** Check for dirt, dust, and debris buildup that can restrict airflow to the engine.
   2. **Remove Old Air Filter:** Take out the old air filter from the air filter housing.
   3. **Clean Air Filter Housing:** Remove any debris or dust in the filter housing to prevent contaminants from entering the engine.
   4. **Install New Air Filter:** Place the new air filter in the housing, ensuring a proper fit, and secure it.
   5. **Test Airflow:** Start the engine to ensure that airflow is unobstructed and the filter is seated correctly.
   6. **Inspect Fuel Filter:** Check for signs of clogging, corrosion, or other damage that could restrict fuel flow.
   7. **Depressurize Fuel System:** Release any pressure in the fuel system to prevent fuel spray when removing the filter.
   8. **Remove Old Fuel Filters:** Disconnect the old fuel filter, typically found along the fuel line between the gas tank and the engine.
   9. **Install New Fuel Filters:** Connect the new fuel filter, ensuring proper orientation to maintain fuel flow.
   10. **Check for Leaks:** Start the engine briefly and inspect for any fuel leaks.

**Note (1)** The bidder responsible for the number of fuel and air filters required to complete the service for each generator set.

1. **Engine Coolant Change:** This work includes travelling, labour, ready-mix coolant, material/spares and tools. The coolant specification should be compatible and approved as per equipment in section 3.2.
2. **Starter Battery Replacement:** This work includes travelling, labour, Starter Batteries, material/spares, consumables, and tools.
3. **Diesel Engine Major Service,** including travel, labour, material, tools, and consumables, provides the specified report. The services will include a combination of activities as listed above and not limited to:
   1. Routine generator set and plant maintenance.
   2. Engine Oil and Oil Filters, Change and Service.
   3. Fuel and Air Filters, Change and Service.
   4. Coolant Change and Service.
   5. Starter Battery Replacement.
4. **Engine Oil Test.** This includes travelling to the relevant site, labour, and collecting samples, materials/spares, consumables, and tools. An engine oil lubricant sample is to be taken from the oil pan drain and sent to an accredited laboratory for analysis in accordance with SANS specifications. Provide a full test report on the sample, indicating but not limited to:
5. Dilution of lubricants.
6. Misapplication of lubricants.
7. Elements Analysis.
8. Contaminations.
9. Viscosity and physical properties.
10. Wear Metals.
11. Additives.
12. Water Content
13. **Engine Coolant Test.** This includes travelling to the relevant site, labour, and collecting samples, materials/spares, consumables, and tools. A coolant sample to be taken from the radiators/expansion tank, and sent to an accredited laboratory for analysis in accordance to SANS specifications. Provide a full test report on the sample, indicating but not limited to:
14. Metal corrosion.
15. Combustion gas leaks.
16. Contamination e.g Fuel and Oil.
17. Electrical ground problems and conductivity.
18. Foaming.
19. Localized overheating.
20. Chemical breakdown.

#### 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 contractor), 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 contractor.
  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 Contractor’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 filters, parts, spares, and components.
  5. Only genuine OEM (Original Equipment Manufacturer) approved parts shall be utilized during the completion of maintenance activities. Should the Bidder, at any point during the maintenance process, opt to use alternative or non-OEM lubricants, they shall bear full responsibility for rectifying the work by draining and flushing the system and replacing such lubricant with OEM-approved lubricant at no additional cost to SITA. Furthermore, the Bidder shall be held accountable for any damage or complications from using non-OEM-approved lubricants.
  6. 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.
  7. 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.
  8. Emergency Maintenance action shall be required at any time day or night including weekends and holidays. The Support Contractor 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.
  9. During Emergency Maintenance, the Support contractor’s objective shall always be to prevent a site or service failure by any means possible.
  10. The maintenance contractor must issue the Reason for Outage (RFO) for plant failures within 12 hours of the plant failure.
  11. The Bidder must take care during their operations not to activate and discharge the automatic fire suppression system. If the contractor requests it, SITA will place the system into Manual mode during the contractor’s work on-site. Should the contractor or his subcontractor (s) manage to activate and discharge the automatic fire suppression system, the refill of the suppression gas/agent shall be for the contractor’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 emergency power generators with a minimum capacity of 1350kVA at a Data Centre or equivalent high-availability environment in the past (5) years.
  3. The Bidder, or bidder must be registered with Construction Industry Development Board (CIDB) with a minimum rating of 6EB or 6EP.
  4. **The Bidder must provide a qualified Electrician with five (5) years’ experience or longer post-trade test certificate.**
  5. **The Bidder must provide a qualified Diesel Mechanic with five (5) years’ experience or longer post-trade test 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) 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 generator’s engine control unit 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. Centurion Data Centre is a live site, 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 does 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 Supplier must ensure that Electrical Work is performed as prescribed by the Occupation Health and Safety Act (Act 85 of 1993 as amended), Electrical Regulations 2009, including:
      1. The 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.

#### Regulatory, Quality and Standards

1. The Bidder must for the duration of the contract ensure compliance with ISO/IEC General Quality Standards, and Protection of Personal Information Act (POPIA).
2. The Bidder must for the duration of the contract ensure compliance with General Quality Standards, ISO 9001.

#### 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:**
   1. **Copy of company registration documentation;**
   2. **Copy(ies) of identity documentation of Director(s), Member(s) or Trustee(s);**
   3. **Copy of valid tax clearance certificate.**
2. **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.**
3. **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-contractors 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
  2. the date of rendering of the last of the Deliverables.
  3. 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.
  4. SITA, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.
  5. 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.
  6. 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

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

#### Fronting

1. The SITA supports the spirit of Broad Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the SITA will not condone any form of fronting.
2. The SITA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / 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 five (05) years, in addition to any other remedies SITA may have against the bidder/bidder concerned.

#### Business Continuity and Disaster Recovery Plans

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

#### Bidder Due Diligence

1. 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/Department must be made available for audit and, or due diligence purposes.
5. SITA reserves the right to require from a Bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim with regards to preferences, in any manner required by SITA.
6. SITA reserves the right to verify information / evidence provided by the Bidder.
7. SITA/Department reserves the right to introduce a **penalty of 1%** of the overall annual year spent by SITA/Department for the prior year if the Bidder fails to comply to **paragraphs (a), (b) and (c) above**.

### Declaration of compliance and acceptance SCC

I (we), the bidder hereby declare that I (we) accept ALL the Special Conditions of Contract as specified in par 4.4.1 above and shall comply with all stated obligations:

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

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

## Price and Preference Points Evaluation (Stage 4)

**4.5.1 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. SITA reserve the right to apply the **80/20** preference point system based on the following conditions:
   1. If the lowest acceptable bid price is up to and including R50 000 000 (all applicable taxes included) then the 80/20 preferential point system will apply to all acceptable bids.
4. Points will be allocated for each of the **Preferential Goal Requirements** for this tender as indicated in **table 6,** dependant on paragraphs (2) and (3) above.
5. The maximum points for this tender will be allocated as follows, subject to paragraph 4 above.
6. Points for this tender shall be awarded for:
   1. Price; and
   2. Preference points for specific goals.

**Table 5:** Points allocation

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

**4.5.2 Costing and Pricing Conditions**

1. **South African Pricing**

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

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, 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 4.5** below by marking with an “X” either “ACCEPT ALL”, or “DO NOT ACCEPT ALL”, failing which the declaration will be regarded as “DO NOT ACCEPT ALL” and the bid will be disqualified.

**4.5.3 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 4.5.2** 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 4.5.2** above by -    1. Indicating with an “X” in the “DO NOT ACCEPT ALL” column, and;    2. Provide reason and proposal for each of the condition not accepted. |  |  |
| **Comments by bidder:**  Provide the condition reference, the reasons for not accepting the condition. | | |

## Preference Requirements

1. The bidder must complete in full all the PREFERENCE requirements.
2. Allocation of points per requirements:The points allocation of bidders’ responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence.
3. Points will be allocated for each PREFERENCE requirement as per the criteria set in each section in the table below.
4. **The bidder must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, SITA reserves the right to treat substantiation evidence that cannot be located in the bid response, as “NOT COMPLY”. The evidence needs to be attached to **Annex A**.
5. **Preference Goal Requirements**
   1. The **Bidder must complete the 80/20 preference point system** based on the offer submitted by the Bidder and submit proof or documentation required in terms of this tender.
   2. The specific Preferential Goal Requirements for this tender is indicated in **table 6** below.
   3. The Bidder **must indicate their commitment** to claim points for each of the preference points by signing at **par 4.5** in the Invitation to Bid document.
   4. Failure on the part of a bidder to submit proof or documentation required or to comply to **paragraph (d)** above 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.
   5. 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.
   6. 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.
   7. **Performance of Preference Goal Requirements will be determined annually.** Bidders must submit their Preference status report to SITA indicating progress against the Bidder’s Preferential commitments **within 30 days after each quarter from the commencement date of the contract**.
   8. Bidders need to keep auditable substantive records / evidence and upon request by **SITA** must be made available for audit and, or due diligence purposes.
   9. **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.
   10. **SITA reserves the right to** verify information / evidence provided by the Bidder.
   11. **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 (v), (vi)and (vii) 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 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***.  **Note:**  The CIPC (Companies and Intellectual Property Commission) registration documents will also be used as evidence to confirm compliance to the Preferential procurement requirements as part of the evaluation process.  **Points allocation:** Points will be allocated for bidders that meets the requirements as indicated in **table 7 in section 4.7**. | <provide unique reference to locate the 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** |  |  |  |  |  |  |  |
| F= A+B+C+D+E | | | | | | | |

1. Bidder substantiating evidence

# Technical Mandatory Requirement Evidence

## Bidder Certification / Affiliation Requirements

**Attach** a copy of valid documentation (e.g. letter) from the Department of Labour as evidence that the bidder is registered as an Electrical Bidder **here**.

**NOTE (1):**

SITA reserves the right to verify the information provided.

## Bidder Experience and Capability Requirements

Complete the table below, noting that:

The Bidder must provide reference details from at least two (2) customers customer to whom maintenance services on emergency power generators for the Data Centre or equivalent High Availability Environment (Hospital, Airport, Bank, or similar High Availability Environments) were delivered in the last five (05) years was delivered.

The Bidder must provide all of 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: Project end-date must be current or not older than five (05) years from the date this bid is advertised. Scope of work must be related.

Table 8: References

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No** | **Company Name** | **Contact person, telephone and/or e-mail address** | **Project Scope of Work** | **Project start and end date** |
| 1 | <Company name> | <Person Name>  <Tel>  or  <email> | < Provide scope details> | Start Date:  End Date: |
| 2 | <Company name> | <Person Name>  <Tel>  or  <email> | < Provide scope details> | Start Date:  End Date: |

**NOTE (1):**

Failure to comply fully with the abovementioned requirements will result in disqualification.

**NOTE (2):**

SITA reserves the right to verify the information provided.

## 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 **6EB or 6EP** and **attach it here**.

**NOTE (1):**

SITA reserves the right to verify the information provided.

## Electrical Technician Qualification

**Attach a copy of valid documentation, including a Trade Test Certificate indicating that the Electrician is qualified with five (5) years of experience or a longer post-trade test certificate here.**

**NOTE (1):**

SITA reserves the right to verify the information provided.

## Diesel Mechanic Technician Qualification

Attach a copy of valid documentation, including a Trade Test Certificate indicating that the Diesel Mechanic is qualified with five (5) years of experience or a longer post-trade test certificate **here**.

**NOTE (1):**

SITA reserves the right to verify the information provided.

## 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 4.4.2).**

**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 **tables 7 section 4.7; 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 4.7** and **attach it here**:

* + - * 1. **Columns A, B and C 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 /the dtic);*

**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:**

The CIPC (Companies and Intellectual Property Commission) registration documents will also be used as evidence to confirm compliance to the Preferential procurement requirements as part of the evaluation process.

* + 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**.

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 **6EB, or 6EP.**

* + - 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 | 6EB |  |
| 6EP |  |
| 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 6EB |  |
| Bidder CRS number relating to the minimum rating of 6EP |  |
| 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 E** 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.