BID SPECIFICATION

STATE INFORMATION TECHNOLOGY AGENCY (SOC) LTD

Registration number 1999/001899/30

RFB REF. NO:	**RFB 2676/2022**
DESCRIPTION	**PROVIDE DIESEL TO THE SITA SWITCHING CENTRES FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A FURTHER TWO (2) YEARS**
PUBLICATION DATE	**14 OCTOBER 2022**
BRIEFING SESSION	**COMPULSORY VIRTUAL BRIEFING SESSION:** **DATE: 20 OCTOBER 2022** **TIME: 10:00 AM** **VENUE: Microsoft Teams Meeting, Details below:** **Meeting ID: 310 808 863 217** **Passcode: GzqkSS**
CLOSING DATE FOR QUESTIONS AND ANSWERS	**26 OCTOBER 2022 AT 10:00AM**
RFB CLOSING DETAILS	**DATE: 07 NOVEMBER 2022** **TIME: 11:00 AM (SOUTH AFRICAN TIME)** **PLACE: TENDER OFFICE, PONGOLA IN APOLLO, 459 TSITSA STREET, ERASMUSKLOOF, PRETORIA (HEAD OFFICE)**
PUBLIC OPENING OF RFB RESPONSES	**N/A**
RFB VALIDITY PERIOD	**120 DAYS FROM THE CLOSING DATE**

PROSPECTIVE BIDDERS MUST REGISTER ON NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE PRIOR TO SUBMITTING BIDS.

Contents

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 SITA Switching Centres for a Period of Three (3) Years"

1.2. BACKGROUND

The SITA Switching centres have emergency standby generators that can run when there are unstable Eskom power infrastructure load shedding or normal power failures.

To ensure that the SITA Switching Centres maintain 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 listed SITA Switching Centres for a period of three (3) years.

(b) The diesel replenishment services must be available 24x7 365 days and be provided at no risk to SITA within specified lead time

NOTE: One main service provider who will be accountable for all the SLA deliverables. The Bidder must have presence in all the provinces as listed in the SITA Site Address list indicated in section 9.1 of the Bid Specification. If the Bidder does not have presence in some of these provinces the Bidder is allowed to subcontract to reliable suppliers to ensure stable and reliable diesel delivery for the SITA.

2.2. DELIVERY ADDRESS

The diesel replenishment services must be provided at all the listed SITA Switching centres see Annex A.4 section 9.1 SITA 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 SITA Switching Centres by means of:

(a) Providing diesel replenishment services to the SITA standby generators.

(b) This diesel replenishment services must be available 24x7 365 days and be available in all the regions where the SITA Switching Centres are located when diesel is requested for SITA.

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 clearly marked as “original”, two copies of the original clearly marked as “copy” and an electronic version of the original using a flash drive (USB), with pricing in Excel format.

(2) **Attendance of briefing session:** Non-compulsory virtual briefing session will be held. The bidder must 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	***Substantiating evidence of compliance*** *(used to evaluate bid)*	***Evidence reference*** *(to be completed by bidder)*
1. CERTIFICATION: DIESEL DELIVERY CONTRACTOR The Bidder must be registered with Department of Mineral Resources and Energy to buy, sell and deliver 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 and sell petroleum products. **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>
2. BIDDERS EXPERIENCE AND CAPABILITIES - DELIVERY AND REPLENISHMENT OF DIESEL The Bidder must have executed diesel, delivery and replenishment services to at least one (1) customer during the past five (5) years with the capability to deliver a minimum of 300 litres of diesel in one delivery.	Provide in Annex B reference details for at least one (1) customer to whom the diesel replenishment services were delivered in the past five (5) years. **Note:** SITA reserves the right to verify information provided.	<provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.2>

TECHNICAL MANDATORY REQUIREMENTS	*Substantiating evidence of compliance (used to evaluate bid)*	*Evidence reference (to be completed by bidder)*
3. Bidder Presence Requirements The Bidder must ensure presence in each of the listed provinces indicated in the SITA Site Address list in section 9.1 of the Bid Specification. **Note (1):** If the Bidder does not have presence in some of these provinces the Bidder is allowed to subcontract to reliable suppliers to ensure stable and reliable diesel delivery for the SITA. **Note (2):** If the Bidder subcontracts the Bidder needs to have signed agreements with one, or multiple subcontractors as long as the Bidder demonstrate presence in all the provinces as listed in the SITA Site Address list in section 9.1 of the Bid Specification. **Note (3):** If the Bidder does not attach proof for all the provinces as indicated in the SITA Site Address list in section 9.1 of the Bid Specification, the Bidder will be disqualified.	Attach to Annex B a copy of a valid documentation for the following: (a) If the Bidder has presence in a province, or provinces as listed in the SITA Site Address list in section 9.1 of the Bid Specification, the Bidder needs to attach a copy of a valid proof of the Bidder's address documentation (Municipality Account, or Services Account or Affidavit) for the provinces the Bidder has presence. The Bidder needs to attach the relevant documentation to section 11.3 in Annex B. **and/or,** (b) If the Bidder does not have presence in a province, or provinces as listed in the SITA Site Address list in section 9.1, the Bidder is allowed to subcontract and needs to attach a signed contractual agreement valid for the duration of this contract with the subcontractor (s) for each province, or provinces as listed in the SITA Site Address list in section 9.1 of the Bid Specification. The Bidder needs to attach the signed contractual agreements to section 11.3 in Annex B. **Note:** SITA reserves the right to verify information provided.	<provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.3>

6.3. DECLARATION OF COMPLIANCE

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

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.

(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) SITA SITE ADDRESS LIST

One main service provider who will be accountable for all the SLA deliverables. The Bidder must have presence in all the provinces as listed in the SITA Site Address list indicated in the table below. If the Bidder does not have presence in some of these provinces the Bidder is allowed to subcontract to reliable suppliers to ensure stable and reliable diesel delivery for the SITA.

SITA SITE NAMES

No	Site Name (SITA Switching centres sites)
1	Bedfordview SITA Switching centre (Gauteng)
2	Polokwane SITA Switching centre (Limpopo)
3	Modimolle SITA Switching centre (Limpopo)
4	Nelspruit SITA Switching centre (Mpumalanga)
5	Middelburg SITA Switching centre (Mpumalanga)
6	Welkom SITA Switching centre (Free State)

No	Site Name (SITA Switching centres sites)
7	George SITA Switching centre (W-Cape)
8	Port Elizabeth SITA Switching centre (E-Cape)
9	East London SITA Switching centre (E-Cape)
10	Bisho SITA Switching centre (E-Cape)
11	Durban SITA Switching centre (KZN)
12	Ulundi SITA Switching centre (KZN)
13	Mthatha SITA Switching centre (E-Cape)
14	Cape Town SITA Switching centre (W-Cape)

(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 SITA Switching Centres.

(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

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

(5) DELIVERY SCHEDULE

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

Where work is sub contracted the Bidder must have a contract in place and 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 remains 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

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 SITA 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 SITA 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 SITA that shall be recovered from the Contract, could include:

i. Fire suppression system triggered by the actions of the bidder and subsequent a fruitless discharge of gas is resulted.
ii. Work is being performed by the bidder inside the SITA IT environment and intentionally or unintentionally Network cabling are damaged which causes Network Traffic loss.
iii. 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

SITA reserves the right to add or remove any SITA 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 Outage (RFO) for SITA infrastructure failures due to no diesel 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 of the SITA infrastructure failure due to no diesel delivered.

(c) The following minimum points shall be addressed in the RCA:

i. Background leading to the late diesel delivery
ii. If a SLA failure, why the SLA has been breached
iii. Moneys that shall be credited by the diesel bidder to SITA as penalty for failure
iv. How similar incidents shall be prevented for this site and other sites under the diesel bidder’s responsibility

(i) Technically poor and sub-standard RCAs shall not be accepted and shall be referred back to the diesel bidder, with the 36-hour SLA still intact.

(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 SITA Switching Centres.

(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 SITA person that requested diesel must accompany every invoice per SITA site that was refilled with diesel.

(v) The following need to be clearly visible on the Job Card:

(a) Name of the diesel refill requester

(b) Contact number of the requester

(c) Date and time of original request

(d) Date and time when refill took place

(e) Name of the person delivering the diesel

(f) Contact number of person delivering the diesel

(g) Amount of diesel refilled.

(h) Name and address where diesel replenishment took place

(15) SUPPLIER PERFORMANCE REPORTING

a. The Bidder **must schedule a quarterly meetings between SITA/Client and service provider and also ADHOC meetings from both sides.**

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 SITA 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) National Key Points Act 1980 as amended.

(d) Environmental Conservation Act 1989 as amended.

(e) SITA site access and security policy.

(f) SITA Change Control Policy.

(g) The safety of SITA personnel and visitors to SITA 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 SITA restricted areas must adhere to SITA 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) 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 diesel and services as required by this tender.

(b) The parties in this Agreement agree that 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. When the diesel pump price goes up or down the bidder must adjust the cost for diesel accordingly.

(c) 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 in 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.

(27) TARGETED PROCUREMENT/TRANSFORMATION

The bidder is required to subcontract Exempted Micro Enterprises (EME) or Qualifying Small Enterprises (QSE) company(s) which are at least 51% owned by black people, or EMEs and/or QSEs which are at least

51% owned by black people in province(s) where the main bidder does not have presence (refer to par. 9.1 for site list).

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:		

ANNEX A.3: COSTING AND PRICING

8. COSTING AND PRICING

8.1. 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 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.

8.2. 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 requested, 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 bid for evaluation purpose.

NOTE (3): The Bidder must note 14000 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 SITA sites are approximately 14000 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.

Note (7): SITA reserves the right to negotiate pricing with the successful bidder prior to the award as well as envisaged quantities.

Note (8): Bidders must only complete item 1.2 on the pricing schedule for the All Inclusive Service Fee.

Note (9): Bidders which fail to comply with the requirement of Note (3) above will be disqualified.

8.3. 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.

8.4. 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; (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.		

9. Technical Schedules

9.1. SITA SITE NAMES

No	Site Name (SITA Switching centres sites)
1	Bedfordview SITA Switching centre (Gauteng)
2	Polokwane SITA Switching centre (Limpopo)
3	Modimolle SITA Switching centre (Limpopo)
4	Nelspruit SITA Switching centre (Mpumalanga)
5	Middelburg SITA Switching centre (Mpumalanga)
6	Welkom SITA Switching centre (Free State)
7	George SITA Switching centre (W-Cape)
8	Port Elizabeth SITA Switching centre (E-Cape)
9	East London SITA Switching centre (E-Cape)
10	Bisho SITA Switching centre (E-Cape)
11	Durban SITA Switching centre (KZN)
12	Ulundi SITA Switching centre (KZN)
13	Mthatha SITA Switching centre (E-Cape)
14	Cape Town SITA Switching centre (W-Cape)

ANNEX A.5: TERMS AND DEFINITIONS

10. 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
PPPFA	Preferential Procurement Policy Framework Act

ANNEX B:BIDDER SUBSTANTIATING EVIDENCE

11. 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 one (1) customer 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:

a) The Bidder must provide reference details for at least one (1) customer to whom diesel replenishment services was delivered in the past five (5) years.

b) Project end-date must be current or not older than five (5) years from date this bid is advertised,

c) Scope of work must be related.

Table 1: References

No	Company name	Reference Person Name, Tel and/or email	Project Scope of work	Project Start and End-date
1	<Company name>	<Person Name> <Tel> <email>	<Provide details of the diesel deliveries made to at least one client in the past five (5) years>	Start Date: End Date:

11.3 BIDDER PRESENCE REQUIREMENTS

Attach a copy of a valid documentation for the following **here**:

(a) If the Bidder has presence in a province, or provinces as listed in the SITA Site Address list in section 9.1 of the Bid Specification, the Bidder needs to attach a copy of a valid proof of the Bidder's address documentation (Municipality Account, or Services Account or Affidavit) for the provinces the Bidder has presence.

The Bidder needs to attach the relevant documentation to section 11.3 in Annex B.
And/or,

(b) If the Bidder does not have presence in a province, or provinces as listed in the SITA Site Address list in section 9.1, the Bidder is allowed to subcontract and needs to attach a signed contractual agreement valid for the duration of this contract with the subcontractor (s) for each province, or provinces as listed in the SITA Site Address list in section 9.1 of the Bid Specification.

The Bidder needs to attach the signed contractual agreements to section 11.3 in Annex B.