 

**Annexure 1: Bid Specification**

**RFB 2746-2023:** **Procurement of catering refreshment consumable supplier for a period of (3) three years to supply and deliver to SITA Gauteng buildings.**

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1. INTRODUCTION

# PURPOSE AND BACKGROUND

## PURPOSE

The purpose of this RFB is to invite Suppliers (hereinafter referred to as “bidders”) to submit bids to “Supply and Deliver Refreshment Consumables to service SITA Centurion Bulk Store for a Period of Three Years”.

## BACKGROUND

SITA requires to contract with a competent professional Refreshment products supplier for a period of (3) three years to ensure health compliance and to negotiate best price best quality for this contract.

# SCOPE OF BID

## SCOPE OF WORK

The service level agreement between SITA and the Bidder will be for a maximum period of 3 years or until rand-value of the contract is exhausted (whichever comes first).

An SLA will be signed between SITA and the supplier stating the below:

1. Physical Requirements
2. Organoleptic and Sensory Properties
3. Microbiological Requirements.
4. Shelf life
5. Processing and Manufacture
6. Packaging and Labelling Requirements:

**The following items and estimated quantities are included in the scope:**

| **No** | **Item Description:** | **Specification:** | **Unit of measure:** | **Quantity** |
| --- | --- | --- | --- | --- |
| **Year 1 -3** |
| 1 | Sugar White Normal 2.5kg | Huletts or similar quality | 2.5kg | 800.00 |
| 2 | Sugar White sachets - 6g each | Huletts or similar quality | 2000 sachets per box = 12kg/box | 30.00 |
| 3 | Black tea Teabags | Five Roses/Joko or similar or better quality | 80 teabags per pct. | 960.00 |
| 4 | Black tea individually sealed envelopes | Five Roses/Joko or similar or better quality | 200 sachets per box | 50.00 |
| 5 | Brown Sugar 1kg | Huletts or similar quality | 1kg | 2 000.00 |
| 6 | Brown Sugar sachets - 6g each | Huletts or similar quality | 2000 sachets per box = 12kg/box | 20.00 |
| 7 | Instant Coffee granules | Ricoffy/ Nescafe classic or similar or better quality | 1kg tins | 360.00 |
| 8 | Instant Coffee granules sachets | Ricoffy/ Nescafe classic or similar or better quality | 200 per box | 50.00 |
| 9 | Rooibos tea | Five Roses or similar or better quality | 100-102 bags per pct. | 1 400.00 |
| 10 | Rooibos tea individually sealed envelopes | Five Roses or similar or better quality | 200 ea. per box | 80.00 |
| 11 | Artificial sweetener sachets | Canderelle or similar or better quality (aspartame free) | Box of 1000 sachets | 120.00 |
| 12 | Stirrers stick | white plastic | 1000 per pct. | 50.00 |
| 13 | Paper disposable cups(175ml) - paper | Paper | 1000 per box | 24.00 |
| 14 | Disposable cups (250ml) -polystyrene | Polystyrene | 1000 per box | 40.00 |
| 15 | Coffee creamer 1kg | Cremora/Ellis Brown or similar or better quality | 1kg box/bag | 2 500.00 |
| 16 | Coffee creamer individual sachets | Cremora/Ellis Brown or similar or better quality | 200 per box | 80.00 |
| 17 | Mineral water - Still 500ml | Valpre or similar or better quality | each | 1 000.00 |
| 18 | Mineral water - Sparkling 500ml | Valpre or similar or better quality | each | 400.00 |
| 19 | Mineral water - Still 10lt | Valpre or similar or better quality | each | 24 |
| 20 | Long life milk - Full cream | 6 x 1 lt box | 1lt | 720 |
| 21 | Long life milk - Low fat | 6 x 1 lt box | 1lt | 160 |
| 22 | Disposable Filters for coffee machines | 250x90mm | 1000per box | 2 |
| 23 | Filter coffee - grounded | Ciro or similar or better quality | 1 box (80x 80g pct.) | 6 |
| 24 | The supplier to provide & maintain two (2) filter coffee machines to be installed at SITA Erasmuskloof Executive level and, free of charge, for the duration of the contract. | * 8.5-minute fast brew time * Brews 2.5L of coffee at a time * Comes in manual only or with automatic filling option (see drop down) * Width: 205 mm * Depth: 390 mm * Height: 640 mm * Weight: ~11kg * Power supply: 220-230V / 4400W |  | 2 |

## DELIVERY ADDRESS (es)

1. The goods and services must be supplied or provided at the following physical address(es);

|  |  |
| --- | --- |
| **No** | **Physical Address** |
| 1 | Centurion: John Vorster Drive Centurion |
| 2 | Erasmuskloof: 459 Tsitsa Street, Erasmuskloof, Pretoria |

# TECHNICAL REQUIREMENT OVERVIEW

## PRODUCT REQUIREMENTS

**3.1.1 Specifications as per to Refreshment item category:**

1. **INSTANT COFFEE**
2. **Requirements**
3. The coffee shall be brown, dry fine or coarse granules before mixing with water;
4. The coffee should not be rock hard.
5. **Packaging**

The product shall be packed in a rigid steel lacquered can, consisting of steel with a layer of tin.

The packaging weight shall be 1 kg.

**b.1)** **Primary Lid**

1. Discard able, easy –to-open aluminum foil type.
2. A ring or tab shall be attached to the primary lid to facilitate easy opening.
3. The primary lid shall ensure that the can is air-and moisture tight.

**b.2)** **Secondary lid**

Easy to re-seal, that prevents moisture and air from penetrating can, after the removal of the primary lid.

1. **SUGAR**

**Sugar** is sound, fair and marketable quality, dry, in homogeneous granulated, free-flowing crystals. White sugar is purified and crystallized sucrose and shall have the following characteristics:

1. **Requirements:**
   * 1. **Quality criteria:**

That part of powdered sugar, other than the anticipating agent or agents shall conform to following specifications:

1. Polarization: not less than 99.7 S
2. Mean aperture: 550-650 microns
3. Invert sugar: not more than 0.04 % m/m content
4. Conductivity ash: not more than 0.02 % m/m
5. Loss on drying: not more than 0.1 % m/m (3 hours at 105 C)
6. Colour: not more than 85 iu
7. Moisture not more than 0.05%.
   * 1. **Food additives and contaminants shall be listed as below**
8. Food Additives: Max Level
9. Sulphur dioxide 20mg/kg
10. Contaminants: Max Level
11. Arsenic (As) 1 mg/Kg
12. Copper (Cu) 2 mg/Kg
13. Lead (Pb) 2 mg/Kg
14. **Compulsory General Requirements**

White sugar shall comply with all applicable requirements in terms of the Foodstuffs,

Cosmetics and disinfectant Act No 54 of 1972, The Trade Metrology Act No 77 of 1973,

Reg. 2362 of 1977 of the Marketing Act No 59 of 1968 as amended.

1. **Physical Requirements**

**(**i) **Portion control/mass:**

White crystallized sugar shall be available in the 1kg and 2.5kg packages.

(ii) **Physical properties:**

(a) The sugar shall be granulated cane sugar and shall not cake.

(b) The granules shall be crystalline and uniform in size and free from foreign material.

(c) At the time of packing the moisture content shall not exceed 0.05%.

(d) Texture, colour and appearance. Refined white sugar shall be white, dry, odorless, granulated sucrose readily soluble in cold water. It shall have no taste other than sweetness.

1. **Microbial Requirements:**

Shall not contain more than:

1. 200 mesophilic bacteria/10 grams
2. 10 yeasts/10 grams
3. 10 moulds/10 gram
4. **Packing and Marking**
5. The 1 kg packages:
6. The package shall contain not less than 990g and not more than 1020g fine granulated

white sugar.

1. The light brown sugar shall be packed in 1kg x 15 ea. per bale poly bags.
2. **The 2,5 kg packages:**
3. The package shall contain not less than 2,480g and not more than 2, 550g fine granulated sugar.
4. The sugar shall be packed in 90 gram per square meter bleached Kraft paper.
5. The packages shall be labelled in accordance with R908/1977 of Foodstuffs, Cosmetics and Disinfectant Act no 54 of 1972.
6. **MILK**

**C.1 MILK POWDER**

1. **Requirements**
2. The milk must come from herds free of tuberculosis, brucellosis, mastitis or any other dangerous diseases;
3. The milk must be clean, free of antibiotics and pathogenic organisms.
4. The coliform count must be less than 10/ml in pasteurized milk and less than 50/g in other dairy products.
5. The milk must be free from E. coli.
6. Primary dairy products of the types known as milk and reconstituted milk must not clot when boiled for five minutes.
7. **Composition requirements**

The product shall have the following nutritional requirements, as shown below:

***Nutrient composition of milk powder***

1. Full cream milk powder per 100g Low Fat milk powder per 100g
2. Energy 2 075 kJ 1516 kJ
3. Protein 26,4g 36.2
4. Lactose 38.6g 38,6g
5. Butterfat >26,0g 0,2g
6. Lecithin (added) 0,2g 0,2g
7. Minerals (ash) 5,8g 5,8g
8. Water (max) 3,0g 3,0g
9. Vitamin A (added) 1 500 IU 1 500 IU
10. Vitamin B2 1,3 mg 1,3 mg
11. Calcium 880 mg 1 257 mg
12. Iron 0,5 mg 0,3 mg
13. Vitamin D (added) 7,5 ug 7,5 ug
14. Pantothenic acid 1,7 mg 1,7 mg
15. Vitamin B12 1, mg 1,6 mg
16. Phosphorus 700 mg 700 mg
17. Magnesium 80 mg 80 mg
18. Sodium 280 mg 280 mg
19. Potassium 1 080 mg 1 080mg
20. **Raw Materials and Ingredients.**

The list of ingredients and raw materials is as follows:

1. Fresh Milk
2. Vitamin A and D3
3. Iron
4. Lecithin

Raw materials and ingredients shall be of good grade quality and shall be free from extraneous matter and objectionable odours and flavours. No blends will be accepted.

1. **Physical requirements.**

(i) **Portion control / Mass**

The product shall be available in the following: 1kg plastic bag.

(ii) **Mass control limits**

1. The product shall be filled according to the Trade Metrology Act as in paragraph 2:
2. The limits for the 1kg package being 995g- 1025g, deficiency and excess respectively.
3. **Organoleptic and Sensory Properties**

**(i) Appearance**

The product shall be of a powered nature having a cream to pale yellow colour.

(ii) **Flavor**

The product shall have a pure, fresh characteristic milk flavor.

(iii) **Texture**

The product shall be free flowing.

1. **Microbiological Requirements**

**The product shall conform to the following standards:**

***Microbiological requirements for milk powder***

1. Max/gram 10 000
2. Total count Absent
3. E. coli type 1 Absent
4. Faecal streptococci Absent
5. **Processing and Manufacture**
6. The product shall be processed according to the manufacture specifications using Good

Manufacturing Principles.

1. The product shall be made from standardized fresh milk with added vitamins.
2. The milk shall be pasteurized, evaporated, homogenized and spray dried in order to

obtain the instant powder.

1. **Packaging and Labeling**

Packaging:

1. This packaging shall protect the contents against deterioration and contamination during normal storage, handling and transport.
2. The tins shall have a re-sealable lid.
3. **Mineral water**

The South African National Bottled Water Association (SANBWA) Standard – its full title being ‘SANBWA Bottled Water Standard: Requirements for Source Water, Processing and Packaging’ – addresses all the current legislation and best practices for bottling water of all types in South Africa in one document. The Department of Health published Regulations relating to all bottled waters (R. 718 of 2006).

* "Bottled Water" means water that is packed in sealed containers of various forms and capacities, and which is offered for sale as a foodstuff for human consumption, but does not contain sugars, sweeteners, flavourings or any other foodstuffs;
* "Natural Mineral Water" means bottled natural water which contains mineral salts in various proportions and which is characterised by the presence of trace elements and other substances such as calcium, magnesium, sodium, and potassium;

1. **Labelling:**

The following information shall be on the label(s) of all Refreshment products as stipulated in this tender:

* 1. Name of the product shall be declared
  2. List of Ingredients in descending order of proportion.
  3. Net contents in millilitres, litres, grams, kilograms etc.
  4. Name and address of the manufacturer, packer or distributor
  5. Date of manufacture
  6. Expiry date
  7. Storage instructions
  8. Lot identification
     1. **PROJECT DELIVERY SCHEDULE AND PERFORMANCE**

See Special conditions of the Contract (SCC) – Annexure A.2.

# BID EVALUATION STAGES

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

|  |  |  |
| --- | --- | --- |
| **Stage** | **Description** | **Applicable for this bid** |
| Stage 1 | Administrative pre-qualification verification | YES |
| Stage 2 | Technical Mandatory requirement evaluation | YES |
| Stage 3 | Special Conditions of Contract verification | YES |
| Stage 4 | Costing and Preference Points Evaluation | YES |

* 1. ADMINISTRATIVE PRE-QUALIFICATION

# ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

## ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION

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

## ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

1. **Submission of bid response**: The bidder has submitted a bid response documentation pack –
   1. that was delivered at the correct physical or postal address and within the stipulated date and time as specified in the “Invitation to Bid” cover page, and;
   2. in the correct format as one original document, one copy and two copies on memory stick / USB.
2. **Attendance of briefing session**: Non-compulsory virtual briefing may be held.
3. **Registered Supplier.** The bidder is, in terms of National Treasury Instruction Note 4A of 2016/17, registered as a Supplier on National Treasury Central Supplier Database (CSD).

# TECHNICAL MANDATORY REQUIREMENTS

## 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.

## TECHNICAL MANDATORY REQUIREMENTS

| ***TECHNICAL 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 have an agreement with a wholesaler or manufacturer that is ISO/IEC General Quality Standards, ISO9001 compliant for the duration of the contract. | Attach to Annex B a copy of valid documentation  (Compliance letter/certificate) from the manufacturer or bidder’s agreement with an accredited wholesaler to indicate:  Compliance with ISO/IEC General Quality Standards, ISO9001 for the duration of the contract  **NB: SITA reserves the right to verify the information** | <provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 10.1> |
| 1. **BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS**   The bidder must have provided and distributed Refreshments to a least two (2) customers with a cumulative 2000 employees in the last five (5) years. | Provide in Annex B reference details of at least two (2) customers (with a cumulative 2000 employees) to whom Refreshments were delivered in the past five years.  **NB:** SITA reserves the right to verify information provided | <provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 10.2 table 1> |

## DECLARATION OF COMPLIANCE

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

* 1. SPECIAL CONDITIONS OF CONTRACT (SCC)

# SPECIAL CONDITIONS OF CONTRACT

## INSTRUCTION

1. The successful supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the successful Supplier. However, SITA reserves the right to include or waive the condition in the signed contract.
2. SITA reserves the right to –
   1. Negotiate the conditions, or
   2. Automatically disqualify a bidder for not accepting these conditions.
   3. Award to multiple bidders.
3. In the event that the bidder qualifies the proposal with own conditions, and does not specifically withdraw such own conditions when called upon to do so, SITA will invoke the rights reserved in accordance with subsection 7.1 (2) above.
4. The bidder must **complete the declaration of acceptance** as per section 7.3 below by marking with an **“X”** either “ACCEPT ALL” or “DO NOT ACCEPT ALL”, failing which the declaration will be regarded as “DO NOT ACCEPT ALL” and the bid will be disqualified.

## SPECIAL CONDITIONS OF CONTRACT

1. **CONTRACTING CONDITIONS**
   1. **Formal Contract. The Supplier must enter into a formal written Contract (Agreement) with SITA.**
   2. **Right of Award.** SITA reserves the right to award the contract for required goods or services to multiple Suppliers.
   3. **Right to Audit. SITA reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct a financial audit or probity to ascertain whether a qualifying bidder has the financial wherewithal or technical capability to provide the goods and services as required by this tender.**
   4. **Payment terms:** All approved invoices will be paid by SITA within thirty days (30) of the date of delivery as indicated on the invoice.
   5. The onus is on the awarded supplier to source and supply ALL items as specified in the tender, at quoted bid prices provided.
   6. All Refreshment products should be delivered 2 days after an official SITA order has been received by the supplier.
   7. Additional Ad Hoc or emergencies deliveries might be required due to operational requirements.
   8. The appointed supplier will be required to adhere to delivery request times as agreed to by both parties and delivery times should be communicated before delivery– Bulk store Centurion operating hours is between 7h30 and 14h30 daily.
   9. The delivery vehicle will be inspected at the time of delivery and must at all times be clean and hygienic. If the appearance of the delivery vehicle not deemed to be hygienic a supplier problem report will be sent to the supplier and to SITA Procurement department and the delivery vehicle needs to be cleaned with the next delivery.
   10. If more than (3) three supplier problem reports are send to an awarded supplier for the same non-compliance as indicated below, it will be grounds to terminate the contract between the awarded supplier and SITA.
2. Delivery vehicle not complying to delivery vehicle requirements
3. Number of out of stock items amounting to more than 5% of the total order and the back order not delivered within 2 working days
4. More than 5% of items delivered are returned / rejected and the back order not delivered within 2 working days.
5. Products delivered that have already expired or are about to expire within 3 months of the expiry date.
6. The following information shall be on the label(s) of all Refreshment products as stipulated in this tender: (guided by the Specifications for food items as prescribed by the department of Health manual Volume 4.)
7. Name of the product shall be declared
8. List of Ingredients in descending order of proportion.
9. Net contents in millilitres, litres, grams, kilograms etc.
10. Name and address of the manufacturer, packer or distributor
11. Date of manufacture
12. Expiry date
13. Storage instructions
14. Lot identification
    1. The supplier to provide & maintain two (2) filter coffee machines to be installed at SITA Erasmuskloof Executive level and to be utilized and services, free of charge, for the duration of the contract.
    2. The supplier warrants that all goods supplied under this contract shall have no defect, arising from design, material or workmanship, or from any act or omission of the supplier, that may develop under normal use of the supplied goods.
    3. The goods supplied shall conform to the standards mentioned in the bidding documentation and specification, and failure to comply will result in a rejection of the item delivered.
    4. The supplier to provide:
15. high quality and cost-effective Refreshment items.
16. weekly invoices, credit notes, delivery notes and statements to SITA Centurion.
17. invoices, credit notes, delivery notes and statements to SITA Centurion with the following

information:

1. Name, contact details and Physical address
2. Invoice/credit note or delivery note number
3. Invoice/credit note or delivery note date
4. BPA number
5. VAT registration number of the bidder
6. Recipient Name and address
7. Name and signature of recipient
8. Name and signature of supplier delivering
9. **DELIVERY ADDRESS(es).** The supplier must deliver the required products or services at

|  |  |  |
| --- | --- | --- |
| **No** | **Site Name** | **Physical Address** |
| 1 | SITA Centurion Office | 1. John Vorster Drive, Centurion |
| 2 | SITA Erasmuskloof Office | 459 Tsitsa Street, Erasmuskloof, Pretoria |

1. **DELIVERY SCHEDULE**
2. All Refreshment products to be delivered within 2 day/ 48 hrs after receipt of the official SITA order. Emergency /Ad Hoc orders to be delivered as per agreement by both parties.
3. No partial deliveries of orders will be accepted.
4. The appointed supplier to provide original invoices on delivery to be verified with the store person receiving and the supplier’s driver. Supplier Credit notes to be supplied with the next delivery.
5. The appointed supplier will be required to adhere to delivery request times as agreed to by both parties.
6. **SERVICES AND PERFORMANCE METRICS**

The Supplier is responsible to provide the following services as specified in the Service Breakdown Structure (SBS):

| **SBS** | **Service Element** | **Service Level** |
| --- | --- | --- |
|  | On time delivery | All Refreshment products should be delivered 2 days after an official SITA order has been received by the supplier and delivery times should be communicated before delivery, within the SITA Stores operating hours between 7h30 and 14h30 daily. |
|  | Number of out of stock items/ availability of stock items | Must amount to less than 5% off the total order and must be placed on back order and delivered within 2 (two) working days |
|  | Number of returned/rejected items | Less than 5% returned/rejected items and must be placed on back order and delivered within 2 working days |
|  | Invoice/ credit note – document management | The bidder will provide invoices, credit notes, delivery notes and statements to SITA Centurion with the following information:   1. Name, contact details and Physical address 2. Invoice/credit note or delivery note number 3. Invoice/credit note or delivery note date 4. BPA number 5. VAT registration number of the bidder 6. Recipient Name and address 7. Name and signature of recipient 8. Name and signature of supplier delivering |
|  | Respond to SITA formal order for refreshments within 24hrs by confirming the order. | 24 hours |

1. **SUPPLIER PERFORMANCE REPORTING**

**Quarterly meetings to be scheduled between SITA and service provider and also ADHOC meetings from both sides when required.**

1. **CERTIFICATION, EXPERTISE AND QUALIFICATION**
   1. The Supplier represents that,
      1. it has the necessary expertise, skill, qualifications and ability to undertake the work required in terms of the Statement of Work or Service Definition and;
      2. it is committed to provide the Products or Services; and
      3. Perform all obligations detailed herein without any interruption to the Customer.
   2. The Supplier must provide the service in a good and workmanlike manner and in accordance with the practices and high professional standards used in well-managed operations performing services similar to the Services;
   3. The Supplier must perform the Services in the most cost-effective manner consistent with the level of quality and performance as defined in Statement of Work or Service Definition
2. **LOGISTICAL CONDITIONS**
   1. **Hours of work for delivery is between 8h30 and 14h30 on weekdays – (Monday to Friday).**
   2. The Supplier must provide an Account Manager (not full time), to attend to contract related matters.
   3. **Support and Help Desk**. The supplier must provide the contact details.
3. **REGULATORY, QUALITY AND STANDARDS**
   1. **The Supplier must for the duration of the contract ensure compliance with <ISO/IEC General Quality Standards, ISO9001;**
   2. **The Supplier must for the duration of the contract ensure compliance with POPIA Act.**
4. **PERSONNEL SECURITY CLEARANCE**
   1. **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).**
   2. **The Supplier must ensure that the security clearances of all personnel involved in the Contract remains valid for the period of the contract.**
   3. **The Supplier must provide proof of security vetting.**
5. **CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS**
   1. **The Supplier, including its management and staff, must before commencement of the Contract, sign a non-disclosure agreement regarding Confidential Information.**
   2. Confidential Information means any information or data, irrespective of the form or medium in which it may be stored, which is not in the public domain and which becomes available or accessible to a Party as a consequence of this Contract, including information or data which is prohibited from disclosure by virtue of:
      1. the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);
      2. being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Contract;
      3. being information or data, which one Party provides to another Party or to which a Party has access because of Services provided in terms of this Contract and in which a Party would have a reasonable expectation of confidentiality;
      4. being information provided by one Party to another Party in the course of contractual or other negotiations, which could reasonably be expected to prejudice the right of the non-disclosing Party;
      5. being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;
      6. being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;
      7. being financial, commercial, scientific or technical information, other than trade secrets, of a Party, the disclosure of which would be likely to cause harm to the commercial or financial interests of a non-disclosing Party; and
      8. being information supplied by a Party in confidence, the disclosure of which could reasonably be expected either to put the Party at a disadvantage in contractual or other negotiations or to prejudice the Party in commercial competition; or
      9. information the disclosure of which would be likely to prejudice or impair the safety and security of a building, structure or system, including, but not limited to, a computer or communication system; a means of transport; or any other property; or a person; methods, systems, plans or procedures for the protection of an individual in accordance with a witness protection scheme; the safety of the public or any part of the public; or the security of property; information the disclosure of which could reasonably be expected to cause prejudice to the defence of the Republic; security of the Republic; or international relations of the Republic; or plans, designs, drawings, functional and technical requirements and specifications of a Party, but must not include information which has been made automatically available, in terms of the Promotion of Access to Information Act, 2000; and information which a Party has a statutory or common law duty to disclose or in respect of which there is no reasonable expectation of privacy or confidentiality;
   3. Notwithstanding the provisions of this Contract, no Party is entitled to disclose Confidential Information, except where required to do so in terms of a law, without the prior written consent of any other Party having an interest in the disclosure;
   4. Where a Party discloses Confidential Information which materially damages or could materially damage another Party, the disclosing Party must submit all facts related to the disclosure in writing to the other Party, who must submit information related to such actual or potential material damage to be resolved as a dispute;
   5. Parties may not, except to the extent that a Party is legally required to make a public statement, make any public statement or issue a press release which could affect another Party, without first submitting a written copy of the proposed public statement or press release to the other Party and obtaining the other Party's prior written approval for such public statement or press release, which consent must not unreasonably be withheld.
6. **GUARANTEE AND WARRANTIES****.** The Supplier warrants that:
   1. The warranty of goods supplied under this contract remains valid for **three (3) calendar month** after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract.
   2. as at Commencement Date, it has the rights, title and interest in and to the Product or Services to deliver such Product or Services in terms of the Contract and that such rights are free from any encumbrances whatsoever;
   3. the Product is in good working order, free from Defects in material and workmanship, and substantially conforms to the Specifications, for the duration of the Warranty period;
   4. during the Warranty period any defective item or part component of the Product be repaired or replaced within **2 (two) days** after receiving a written notice from SITA;
   5. the Product possesses all material functions and features required for SITA’s Operational Requirements;
   6. the Product remains connected and is serviced during the during the term of the Contract;
   7. all third-party warranties that the Supplier receives in connection with the Products including the corresponding software and the benefits of all such warranties are ceded to SITA without reducing or limiting the Supplier’s obligations under the Contract;
   8. no actions, suits, or proceedings, pending or threatened against it or any of its third-party suppliers or sub-contractors that have a material adverse effect on the Supplier’s ability to fulfil its obligations under the Contract exist;
   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 Supplier’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 Supplier 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 Supplier to any of its other customers that are of the same or similar standing and situation as SITA; and
   16. Any misrepresentation by the Supplier amounts to a breach of Contract.
7. **INTELLECTUAL PROPERTY RIGHTS** 
   1. SITA retains all Intellectual Property Rights in and to SITA's Intellectual Property. As of the Effective Date, the Supplier is granted a non-exclusive license, for the continued duration of this Contract, to perform any lawful act including the right to use, copy, maintain, modify, enhance and create derivative works of SITA's Intellectual Property for the sole purpose of providing the Products or Services to SITA pursuant to this Contract; provided that the Supplier must not be permitted to use SITA's Intellectual Property for the benefit of any entities other than SITA without the written consent of SITA, which consent may be withheld in SITA's sole and absolute discretion. Except as otherwise requested or approved by SITA, which approval is in SITA's sole and absolute discretion, the Supplier must cease all use of SITA's Intellectual Property, at of the earliest of:
      1. termination or expiration date of this Contract;
      2. the date of completion of the Services; and
      3. the date of rendering of the last of the Deliverables.
   2. If so required by SITA, the Supplier must certify in writing to SITA that it has either returned all SITA Intellectual Property to SITA or destroyed or deleted all other SITA Intellectual Property in its possession or under its control.
   3. SITA, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.
   4. Save for the license granted in terms of this Contract, the Supplier retains all Intellectual Property Rights in and to the Supplier’s pre-existing Intellectual Property that is used or supplied in connection with the Products or Services.
   5. Provide SITA with the compliant safety file.
8. **COUNTER CONDITIONS**

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

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

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

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

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

## DECLARATION OF 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 -    1. Indicating with an “X” in the “DO NOT ACCEPT ALL” column, and;    2. Provide reason and proposal for each of the conditions that is not accepted. |  |  |
| **Comments by bidder:**  Provide reason and proposal for each of the conditions not accepted as per the format:  Condition Reference:  Reason:  Proposal: | | |

* 1. COSTING AND PREFERENCE

# COSTING AND PREFERENCE

## COSTING AND PREFERENCE EVALUATION

1. In terms of the SITA Preferential Procurement Policy (PPP), the following preference point system is applicable to all Bids:
   1. the 80/20 system (80 Price, 20 B-BBEE) for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); or
   2. the 90/10 system (90 Price and 10 B-BBEE) for requirements with a Rand value above R50 000 000 (all applicable taxes included).
2. The Applicable Preference Point system for this tender is the **80/20** preference point system.
3. Points for this tender shall be awarded for:
   1. Price; and
   2. Preference points for specific goals.
4. The maximum points for this tender will be allocated as follows, subject to par.2.

**Table: Points allocation**

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

## COSTING AND PRICING CONDITIONS

1. **SOUTH AFRICAN PRICING**

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

1. **TOTAL PRICE**
   1. 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:
   2. All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
   3. The cost of delivery, labour, S&T, overtime, etc. must be included in this bid.
   4. All additional costs must be clearly specified.
   5. SITA reserves the right to: negotiate pricing with the successful bidder prior to the award as well as envisaged quantities.
   6. 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.
   7. The bidder must complete the declaration of acceptance as per **section 8.3** below by marking with an “X” either “ACCEPT ALL”, or “DO NOT ACCEPT ALL”, failing which the declaration will be regarded as “DO NOT ACCEPT ALL” and the bid will be disqualified.

## DECLARATION OF ACCEPTANCE

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

## PREFERENCE REQUIREMENTS

# 8.4.1 INSTRUCTION AND POINT ALLOCATION

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 1** 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 B**.
5. **Preference Goal Requirements:**
   1. The applicable Preference Point system for this tender and points claimed is **80/20.**
   2. The specific Preferential Goal Requirements for this tender is indicated in **table 1** below.
   3. The Bidder must complete the **80/20** preference point system and submit proof or documentation required in terms of this tender.
   4. 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**.
   5. 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.
   6. Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim preference points for the **Preference Goal Requirements** for this tender, will be interpreted to mean that preference points are not claimed.
   7. 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.
   8. 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.
   9. **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.
   10. Bidders need to keep auditable substantive records / evidence and upon request by **SITA** must be made available for audit and, or due diligence purposes.
   11. **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.
   12. **SITA reserves the right to** verify information / evidence provided by the Bidder.
   13. **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 (f), (g) and (h) above.**

**Table 1: Preference Goal Requirements**

|  |  |  |  |
| --- | --- | --- | --- |
| **Preferential Goal Requirements** | **Preferential Goal Requirements for (80/20) system** | | |
| **Preferential Goal Requirements allocated for this tender** | **Number of points allocated (80/20) system (To be completed by the organ of state)** | **Substantiating evidence and evidence reference to be completed by bidder.** Evaluation per requirement: Each requirement indicated in the tables below must be completed and points will be allocated based on the evidence required below for the **(80/20) system** | **Evidence reference for the  (80/20) system** |
| **BBBEE:** | **20,0** |  | |
| BBBEE Requirements  Promotion of Transformational Objectives. | 20,0 | **Evidence:** The Bidder must provide a copy of relevant evidence for the Preferential Goal points which the Bidder qualifies for.  **Points allocation:** Points will be allocated in line with the BBBEE table 2 in section 8.4.1. | <provide unique reference to locate **(80/20**) system substantiating evidence in the bid response – Annex B, section **11>** |
| **Total Point Allocation:** | **20,0** |  | |

**Table 2: B-BBEE Points as part of the Preference Goal requirements**

| **B-BBEE Status Level of Contributor** | **Number of points**  **(80/20 system)** |
| --- | --- |
| **Max # Points allocated for BBBEE as part of Total Points allocated** | **20** |
| 1 | 20 |
| 2 | 18 |
| 3 | 14 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-compliant contributor | 0 |

* 1. Terms and definitions

# ABBREVIATIONS

B-BBEE Broad-Based Black Economic Empowerment

CCP Critical Control Points

CSD Central Supplier Database

EME Exempt Micro Enterprise

FM Facilities Management

HACCP Hazard Analysis Critical Control Points

ICT Information and Communication Technology

ISO/IEC General Quality Standards, ISO9001

NAMC National Agriculture Marketing Council

POC Proof of Concept

PPE Personal Protective Equipment

PPPFA Preferential Procurement Policy Framework Act

QSE Qualifying Small Enterprise

SANBWA South African National Bottled Water Association

SCC Special Conditions of Contract

SITA State Information Technology Agency

SMME Small, medium and micro-enterprises

SSA State Security Agency

VAT Value Added Tax

ZAR South African Rand

**ANNEX B: BIDDER SUBSTANTIATING EVIDENCE**

# MANDATORY REQUIREMENT EVIDENCE

## BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS

Attach a copy of valid documentation (Compliance letter/certificate) from the manufacturer or bidder’s agreement with an accredited wholesaler to indicate:

* Compliance with ISO/IEC General Quality Standards, ISO9001 for the duration of the contract

## BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS

Complete table below, noting that:

1. Provide to Annex B reference details of at least two (2) customers ( with a cumulative 2000 employees) to whom Refreshments were delivered in the past five years.
2. Scope of work must be related.

**Table 1: References**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No** | **Company name** | **Reference Person Name, Tel and/or email** | **Project Scope of work** | **Project Start and End-date** |
| 1 | <Company name> | <Person Name>  <Tel>  <email> | < Provide details of the scope of the project for the supply of Catering Refreshment consumables delivered > | Start Date:  End Date: |
| 2 | <Company name> | <Person Name>  <Tel>  <email> | < Provide details of the scope of the project for the supply of Catering Refreshment consumables delivered > | Start Date:  End Date: |

# PREFERENTIAL GOAL REQUIREMENTS

The Bidder **must**:

* 1. **Preference Goal Requirements: (80/20 system)**
     1. Provide a copy of relevant proof of B-BBEE status level of contributor as defined in the Broad-Based Black Economic Empowerment Act as set out in **table 1** in section 8.4.1 and **attach it here**.

**and,**

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

**NOTE (1):**

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