



**BID SPECIFICATION**

|  |  |
| --- | --- |
| RFB No: | RFB 3146-2025 |
| Description | For the Request to Appoint a Service Provider for the Disposal of the Customers Network Infrastructure Assets. |
| Publication Date | 10 September 2025 |
| Compulsory Virtual Briefing Session | Compulsory Virtual Briefing Session will be held as follows:  Date: 17 September 2025  Time: 11H00am  Bidder who wishes to attend the **Compulsory Virtual Briefing session** need to notify [Elelwani.Mundalamo@sita.co.za](mailto:Elelwani.Mundalamo@sita.co.za). The details of the Compulsory Physical Briefing session will then be sent to those Bidders. |
| Closing Date for questions / queries | 26 September 2025 at 16:00pm |
| Bid Response Submission Address | [Tender Office, Pongola in Apollo](D:\\Users\\thulanimt\\Documents\\SCM Policy\\RFX Templates 05_2022\\Tender Officer459)  [459](D:\\Users\\thulanimt\\Documents\\SCM Policy\\RFX Templates 05_2022\\Tender Officer459) Tsitsa Street, Erasmuskloof, Pretoria, 0048 |
| RFB Closing Details and Time | Date: 06 October 2025  Time: 11:00am (South African Time) |
| RFB Validity Period | 200 Days from the closing date |

Contents

[1. Introduction and Background 4](#_Toc207710442)

[1.1 Purpose 4](#_Toc207710443)

[1.2 Background 4](#_Toc207710444)

[The customer has identified assets that have passed their usefulness in terms of function and service and logged the request to dispose the identified assets to free up space. Disposal of these assets will assure that accurate and proper insurance values are calculated accordingly and only relate to valuable customer assets. This initiative will also contribute to putting the customer in a better position with regards to compliance to Occupational Health and Safety Standards (OHS). 4](#_Toc207710445)

[2. Scope of Bid 4](#_Toc207710446)

[2.1 Scope of Work 4](#_Toc207710447)

[2.2 Delivery address 4](#_Toc207710448)

[2.3 Customer Infrastructure and environment requirements 4](#_Toc207710449)

[2.4 Current Customer Environment 5](#_Toc207710450)

[3. Requirements 5](#_Toc207710451)

[3.1 Product Requirements 5](#_Toc207710452)

[3.2 Bid Evaluation Stages 5](#_Toc207710453)

[3.3 Mandatory Administrative responsiveness (Stage 1) 5](#_Toc207710454)

[3.3.1 Attendance of briefing session 5](#_Toc207710455)

[3.3.2 Registered Supplier 6](#_Toc207710456)

[3.3.3 Instruction and evaluation criteria 6](#_Toc207710457)

[3.3.5 Technical mandatory requirements (Stage 2) 7](#_Toc207710458)

[3.4 Special Conditions of Contract Verification (Stage 3) 9](#_Toc207710459)

[3.4.1 Special Conditions of Contract 9](#_Toc207710460)

[3.4.2 Declaration of compliance and acceptance SCC 16](#_Toc207710461)

[3.5 Price and Preference Points Evaluation (Stage 4) 16](#_Toc207710462)

[3.5.1 Costing and Preference Evaluation 16](#_Toc207710463)

[3.5.2 Costing and Pricing Conditions 17](#_Toc207710464)

[3.6 Declaration of Acceptance 17](#_Toc207710465)

[3.7 Preference Requirements 18](#_Toc207710466)

[Annex A: substantiating evidence 23](#_Toc207710467)

[4. Technical Mandatory Requirement Evidence 23](#_Toc207710468)

[4.1 Bidder Certification / Affiliation Requirements 23](#_Toc207710469)

[4.2 Bidder Experience and Capability Requirements 23](#_Toc207710470)

[4.3 Special Conditions of Contract 24](#_Toc207710471)

# Introduction and Background

## Purpose

The purpose of this request is to invite Suppliers (hereinafter referred to as “bidders”) to submit bids for the disposal of customer Wide Area Network equipment. The successful service provider will be tasked to carry out the disposal process of the customer redundant equipment.

## Background

# The customer has identified assets that have passed their usefulness in terms of function and service and logged the request to dispose the identified assets to free up space. Disposal of these assets will assure that accurate and proper insurance values are calculated accordingly and only relate to valuable customer assets. This initiative will also contribute to putting the customer in a better position with regards to compliance to Occupational Health and Safety Standards (OHS).

The equipment qualifies for disposal when it has been declared to have surpassed its useful life and outside of its economic cycle.

# Scope of Bid

## Scope of Work

The scope of work by the bidders is mainly to dispose identified assets (As per pricing schedule) that are currently located at customer stores, customer Offices and identified customer areas:

1. Disposal of the following IT Equipment category assets**:**
2. Local Area network (LAN) Equipment.
3. Wide Area Network (WAN) Equipment.
4. Network Equipment.
5. Infrastructure Equipment.
6. Environmental equipment.
7. Including all other communicated ICT Equipment.
8. Transportation of the assets to be disposed of.
9. Provide the disposal and destruction certificate in line with e-waste standards.
10. Detailed Site equipment are contained in the list pricing schedule

## Delivery address

|  |  |  |
| --- | --- | --- |
|  | CUSTOMER | The addresses where the required services must be rendered is at customer sites as per the pricing schedule. |

## Customer Infrastructure and environment requirements

Disposal of the EOL assets at Customer Premises will benefit customer by freeing up the occupied space. This will lead to optimal usage of space in the customer storage premises and improve integrity of the asset register. The process will also improve turnaround times by the customer in executing their asset audits and risk assessment initiatives. The disposed equipment will reduce the cost of maintenance as they will be derecognised from the accounting point of view as they have exhausted their economic value to the business.

## Current Customer Environment

Once appointed the service providers will report to and work with the SITA Project Management Office to carry out the expected work.

# Requirements

## Product Requirements

The bidders are expected to execute disposal of the equipment for the customer on behalf of SITA**. (Boarded list attached in the pricing Schedule)**

## Bid Evaluation Stages

The bid evaluation process consists of Four (4) stages, according to the nature of the bid. A bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation. The stages are:

Table 1: Bid Evaluation Stages

|  |  |  |
| --- | --- | --- |
| **Stage** | **Description** | **Applicable for this bid YES/NO** |
| Stage 1 | Mandatory Administrative responsiveness | YES |
| Stage 2 | Technical Mandatory responsiveness | YES |
| Stage 3 | Special Conditions of Contract Verification | YES |
| Stage 4 | Cost / Preference Points | YES |

## Mandatory Administrative responsiveness (Stage 1)

### Attendance of briefing session

1. A **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.

**Note (1):**

Bidder who wishes to attend the **Compulsory virtual Briefing session** needs to notify the responsible Specialist indicated in the Bid Document of attending the session. The details of the Compulsory Virtual Briefing session will then be sent to those Bidders.

**Note (2):**

Any Bidder who fails to attend the **Compulsory virtual Briefing session** will be disqualified.

### Registered Supplier

1. Only responses from bidders who are registered as a Supplier on National Treasury’s Central Supplier Database (CSD) in terms of National Treasury’s Instruction Note 4A of 2016/17 will be considered for award on this **RFB**.
2. In the case of joint ventures or consortiums the bidder must demonstrate that at least one of the parties to the bid response attended the briefing session.
3. Bidders need to complete all the SBD documents which needs to be submitted as stated in the Invitation to Bid Document.

### Instruction and evaluation criteria

1. The bidder must comply with ALL the requirements as per the Technical Mandatory Requirements below by providing substantiating evidence in the form of documentation or information, failing which it will be regarded as “NOT COMPLY”.
2. The bidder must provide a unique reference number (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response.
3. The bidder must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS for the bid response to proceed to the next stage of the evaluation.
4. During evaluation, SITA reserves the right to treat substantiation evidence that cannot be in the bid response as “NOT COMPLY”.
5. No URL references or links will be accepted as evidence
   * 1. **Bid Submission Instructions**

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

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

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

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

1. **Envelope 2: Price Response**

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

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

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

### Technical mandatory requirements (Stage 2)

Table 2: Technical Mandatory Requirements

| **Mandatory Requirements** | **Substantiating evidence of compliance (used to evaluate bid)** | **Evidence reference (to be completed by bidder)** |
| --- | --- | --- |
| **1. BIDDER CERTIFICATION/ AFFILIATION REQUIREMENTS** | | |
| The bidder must provide a valid Waste Management License/Certificate which is in line with the National Environmental Management  Waste: Act No: 59 of 2008.  Bidder may subcontract or form a Joint Venture (JV) to meet this requirement. Signed by both parties and should be submitted by the bidder. | Attach to **Annex A** a copy of valid licence / certificate which is in line with National Environmental Management Waste: Act No: 59 of 2008.  **NOTE (1):**  The valid documentation must clearly indicate the following information below:  (a) the regulator name; **and**  (b) the bidder’s name; **and**  (c) the date it was issued; **and**  (d) if applicable, the expiry date.  **NOTE (2):**  Bidder may subcontract or form a Joint Venture (JV) to meet this requirement. Signed by both parties and should be submitted by the bidder.  **NOTE (3):**  SITA reserves the right to verify information provided. | <provide unique reference to locate substantiating evidence in the bid response – **see Annex A, par 4.1**> |
| **2. BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS** | | |
| The bidder must have provided asset disposal and E-waste service(s) to at least one (1) customer during the past five (5) years from publication of this bid. | The Bidder must complete **table 6** by providing reference details of at least one (1) customer to whom disposal of E-waste services was provided, or disposal of LAN or WAN Equipment services were delivered in the past five (5) years from publication of this bid.  The Bidder **must provide** the following information when completing **table 6:**   * 1. Company name; and   2. Contact person, telephone **and/or** e-mail address; **and**   3. Project scope of Work; **and**   4. Project start and End date.   **NOTE (1):**  Failure to comply fully to the requirements as indicated above will result in disqualification.  **NOTE (2):**  **SITA** reserves the right to verify information provided. | <provide unique reference to locate substantiating evidence in the bid response – **see Annex A, par 4.2,table 6**> |
| **3. SPECIAL CONDITIONS OF CONTRACT** | | |
| The Bidder must accept the following:  All the Special Conditions of Contract (SCC) as stated in section 3.4. | The Bidder **must** acknowledgethe Special Conditions of Contract (SCC) as stated in section 3.4, by signing in the declaration of compliance and acceptance of SCC in section 3.4.2.  **NOTE (1):**  Failure to complete and sign the SCC in section 3.4.2 will result in disqualification. | <provide unique reference to locate substantiating evidence in the bid response – see **ANNEX A, par 4.3>** |

## Special Conditions of Contract Verification (Stage 3)

1. The successful supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this 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/Customer reserves the right to:
   1. Negotiate the conditions; or
   2. Automatically disqualify a bidder for not accepting these conditions; or
   3. Award to multiple bidders; or
   4. Vary the scope of work of the disposal project; or
   5. Vary the number of sites for disposal project; or
   6. Increase or decrease the list of equipment to be disposed.
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 3.4. (b) above.
4. In the event that SITA have more equipment identified for disposal, SITA will request a quotation for the additional equipment to be disposed off, which should be in line with pricing provided in the pricing schedule. SITA reserves the right to task or not to task the service provider on the newly identified equipment to be disposed after receiving the quotation based on affordability and other matters.

### Special Conditions of Contract

#### Contracting Conditions

1. **Formal Contract** - The supplier must enter into a formal written contract (agreement) with SITA.
2. **Right of Award.** SITA reserve the right to award the contract for required goods or services to multiple Suppliers.
3. SITA reserve the right to negotiate the bidding price and award or not award after the negotiations.
4. **Right to Audit** - SITA reserves the right, before entering 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.
5. **Right to vary the scope –** SITA reserves the right to increase of decrease the amount of assets to be disposed of. There might be more equipment to dispose or less that what was published. A quote may be requested which has to align to pricing schedule (where possible).
6. **Sub-Contracting**. Bidder may subcontract or form a Joint Venture (JV) to meet this requirement. Signed by both parties and should be submitted by the bidder. SITA will not be responsible for managing any agreements that the service provider has entered with sub-contractors.
7. The appointed service provider must provide certainty that all network equipment will be disposed in a safe manner, and all equipment will be demolished to warrant no retrieving of data is possible.
8. A list of disposed items must be completed on a spreadsheet and signed off by customer at customer site. A full name, force number and date are required on sign-off for payment to be affected.
9. The appointed e-waste service provider will be expected to sign a confidentiality clause indicating that no intellectual property found or discovered on the e-waste assets may be used for any purpose, distributed for any purpose, or communicated to any persons/organisations whatsoever.
10. SITA shall retain ownership to and remain vested with all rights, title, and interest in and to any Intellectual Property, including without limitation to know-hows, trade secrets and/or materials which have been created or developed by the SITA.
11. The appointed service provider will indemnify and hold the SITA harmless against all claims of any nature whatsoever, arising out of the wilful or negligent acts or omissions of the service provider, or any person acting for and on behalf of the service provider and the service provider must carry sufficient insurance to cover any such claims.
12. The e-waste service provider must undertake to provide the SITA with the services of e-waste disposal in terms of the legislative e-waste disposal requirements and methods.
13. The e-waste service provider will provide their own manpower to load and off load any e-waste collected from the CUSTOMER sites.
14. The e-waste service provider should own or have access to suitable vehicles to collect bulk e-waste assets

#### Delivery Address

1. The supplier must fetch the equipment as indicated in Section 2.2; Delivery Address are contained in the pricing schedule.

#### Delivery Schedule

1. The scope of work (Section 2.1) and Section 3 (Requirements) must be completed within 180 days after the contract has been awarded.
   * + 1. **Penalties**
2. A penalty of 15% of the monthly contract value or any specific deliverable may be imposed if it is found that the Service Provider failed to meet agreed deliverables, and such failure was not caused by a failure of the client to comply with its obligations.
3. Where penalties are imposed, the relevant monthly invoice will be reduced by the penalty amount or a credit note for the penalty amount will be submitted to **SITA** /Customer within 2 (two) months of the target not being met.
4. **SITA**/Customer reserves the right to enforce these penalties, or not, depending on the merit of each case.

#### Supplier Performance Reporting

1. The Supplier will report on a biweekly basis to SITA/Customer during the disposal phase of the project; written reports are to be presented to the SITA/Customer on the progress of the preceding week until disposal process has been completed**.**
2. Weekly meetings to be scheduled between SITA/Customer and service provider and ADHOC meetings from both sided.

#### Certification, Expertise and Qualification

1. The bidder certifies 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.**
     4. **at the time of the contracting the intended personnel who will carry out the maintenance**
     5. **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 like the Services.**
     6. **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.**

#### Logistical Conditions

1. **Hours of Work** 
   1. Office hours are defined as business working hours of the customer and is Mondays to Fridays between 07:30 and 16:00
   2. After hours of the customer during weekdays are from16:00 to 07:30

All mission critical sites will be managed on a 24 x 7 x 365 basis

1. **Client environment**
   1. In the event that SITA grants the Supplier permission to access SITA's Environment including hardware, software, internet facilities, data, telecommunication facilities and/or network facilities remotely, the Supplier must adhere to SITA's relevant policies and procedures (which policy and procedures are available to the Supplier on request) or in the absence of such policy and procedures, in terms of, best industry practice.
2. **Tools of Trade**
   1. The bidder is expected to use its own resources (cell phone, laptops etc) to communicate with its own offices or outside of the SITA/Client buildings, including all tools and equipment to render the services effectively.

#### Regulatory, Quality and Standards

1. 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).
2. The Supplier must for the duration of the contract ensure compliance with General Quality Standards, ISO 9001
3. The bidder must be recognised or registered with Local Municipality as a disposal agent (where required)
4. Provide the destruction of IT assets and data sanitisation compliant with the POPI Act and all other related data protection regulations and legislation.
5. Dispose of IT assets in an environmentally friendly manner following the e-Waste management regulations.
6. The bidder must for the duration of the contract ensure compliance with ISO9001 and ISO 14001
7. The bidder must for the duration of the contract ensure compliance with Workmanship quality condition.
8. The bidder must for the duration of the contract ensure compliance with Environmental Affairs conditions.
9. The bidder must for the duration of the contract ensure that the proposed solution conform with the South African Government Legislations.
10. **The Bidder must for the duration of the contract ensure compliance with the Occupational health and safety Act (OHSA).**
11. SITA Reserves the right to decrease or increase the number of equipment to be disposed of.

#### Company and Personnel Security Requirements

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

#### Confidentiality and non -disclosure conditions

1. The 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.

#### Guarantee and warranties

1. The supplier confirms that:
   1. The warranty of services supplied under this contract remains valid for the duration of 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.

#### Intellectual Property Rights

1. Customer retains all Intellectual Property Rights in and to customer '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 customer 's Intellectual Property for the sole purpose of providing the Products or Services to customer’s pursuant to this Contract; provided that the Supplier must not be permitted to use customer 's Intellectual Property for the benefit of any entities other than customer 's without the written consent of customer 's, which consent may be withheld in customer 's sole and absolute discretion. Except as otherwise requested or approved by customer, which approval is in CU customer 's sole and absolute discretion, the Supplier must cease all use of customer '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 customer, the Supplier must certify in writing to customer that it has either returned all customer Intellectual Property to SITA or destroyed or deleted all other customer Intellectual Property in its possession or under its control
3. customer, 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 customer with the compliant Occupational Health and Safety File (required on site for period of installation and proof of compliance).

#### General

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

#### Counter Conditions

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

#### Fronting

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

#### Supplier Due Diligence

1. 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.

#### Preference Goal Requirements conditions

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

### Declaration of compliance and acceptance SCC

I (we), the bidder hereby declares that I (we) accept ALL the Special Conditions of Contract as specified in par 3.4 above and shall comply with all stated obligations:

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

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

## Price and Preference Points Evaluation (Stage 4)

### Costing and Preference Evaluation

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

Table 3: 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 cost 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.
2. The bidder must complete the declaration of acceptance as per **section 3.6** 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
   * 1. **Bid Pricing Schedule**
3. Bidders must complete the bid pricing schedule in the Excel spreadsheet format provided and include this as part their submission.

**Note:**

**Bidders must complete and submit bid pricing in the provided Excel spreadsheet format, and any pricing schedule submitted in a different format will not be considered.**

## Declaration of Acceptance

|  | **ACCEPT ALL** | **DO NOT ACCEPT ALL** |
| --- | --- | --- |
| 1. The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in **par 3.5.2** above by indicating with an “X” in the “ACCEPT ALL” column, or 2. The bidder declares to NOT ACCEPT ALL the Costing and Pricing Conditions as specified in **par 3.5.2** above by -    1. Indicating with an “X” in the “DO NOT ACCEPT ALL” column, and;    2. Provide reason and proposal for each of the condition not accepted. |  |  |
| **Comments by bidder:**  Provide the condition reference, the reasons for not accepting the condition. | | |

## Preference Requirements

1. The bidder must complete in full all the PREFERENCE requirements.
2. Allocation of points per requirements:The points allocation of bidders’ responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence.
3. Points will be allocated for each **PREFERENCE requirement** as per the criteria set in **table 5** based on the offer submitted by the Bidder.
4. **The bidder must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, SITA reserves the right to treat substantiation evidence that cannot be located in the bid response, as “NOT COMPLY”. The evidence needs to be attached to **ANNEX A**.
5. **Preference Goal Requirements**
   1. **The** applicable Preference Point system for this tender and points claimed is 80/20.
   2. The specific Preferential Goal Requirements for this tender is indicated in **Table 4** below.
   3. Failure on the part of a bidder to **complete 80/20** preference point systems and submit proof or documentation required in terms of this tender to claim preference points for the **Preference Goal Requirements**, will be interpreted to mean that preference points for specific goals are not claimed.
   4. The Bidder **must** indicate how they claim points **for each of the preference points**.
   5. Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim preference points for the **Preference Goal Requirements** for this tender, will be interpreted to mean that preference points are not claimed.
   6. The Bidder’s **commitment** for the **Preference Goal Requirements** in this tender will be **legally binding** and the Bidder needs to **perform against their commitment** for the duration of the contract which will form part of the Contractual Agreement.
   7. The Bidder **must sustain, or improve** the company’s BBBEE Level for the duration of the contact which will form part of the Contractual Agreement.
   8. **Performance of Preference Goal Requirements will be determined annually**. Bidders must submit their Preference status report indicating progress against the Bidder’s Preferential commitments within 30 days of the yearly anniversary of the contract.
   9. Bidders need to keep auditable substantive records / evidence and upon request by **SITA** must be made available for audit and, or due diligence purposes.
   10. **SITA reserves the right** **to** require from a Bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim with regards to preferences, in any manner required by SITA.
   11. **SITA reserves the right to** verify information / evidence provided by the Bidder.
   12. **SITA reserves the right to** introduce a **penalty of 1%** of the overall annual year spent by **SITA** for the prior year if the Bidder fails to comply to paragraphs (g), (h) and (i) above.

**Table 4: Preference Goal Requirements**

| **Preference Goal Requirement #** | **Preferential Goal Requirements** | **Preferential Goal Requirements**  **(Specific Goals)** | | |
| --- | --- | --- | --- | --- |
|  | **Preferential Goal Requirements allocated for this tender** | **Substantiating evidence and evidence reference to be completed by bidder.  Evaluation per requirement: Each requirement indicated in the table below must be completed and points will be allocated based on the evidence required below:** | | **Evidence reference for the substantiating evidence** |
|  | **B-BBEE Requirements** |  | | |
| 1) | **B-BBEE Requirements**  Promotion of Transformational Objectives. | **Evidence:** The Bidder must provide a copy of the following relevant evidence for the Preferential Goal points which the Bidder qualifies for:   1. **Columns A, B, C and D in table 5:**   Copy of relevant proof of the following to confirm the B-BBEE status of the contributor as defined in the Broad-Based Black Economic Empowerment Act:   * + - * 1. ***B-BBEE certificate*** *(from a SANAS Accredited Agency);*   **or**  ***Sworn affidavit*** in the format provided by CIPC - ***Applicable to EMEs and QSEs only;***  **and/ or**   1. **Column D in table 5:**   Copy of ***South African Identification Document (ID***);  **and/ or**   1. **Column E in table 5:**   Copy of ***Medical Certificate*** ***clearly indicating the disability in line with the B-BBEE status claimed as defined in the Broad-Based Black Economic Empowerment Act***.  **Note:**  The CIPC (Companies and Intellectual Property Commission) registration documents will also be used as evidence to confirm compliance to the Preferential procurement requirements as part of the evaluation process.  **Points allocation:** Points will be allocated for bidders that meets the requirements as indicated in **table 5 in section 3.7** | <provide unique reference to locate substantiating evidence in the bid response – **Annex A, section 4.4**> | |

**Table 5**: B-BBEE Points as part of the Preference Goal requirements **(Preferential Goal Requirements for (80/20) system).**

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

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

F= A+B+C+D+E

2. Bidder substantiating evidence

# Technical Mandatory Requirement Evidence

## Bidder Certification / Affiliation Requirements

1. Attach to **Annex A** a copy of valid licence / certificate which is in line with National Environmental Management Waste: Act No: 59 of 2008 **here.**

**NOTE (1):**

The valid documentation must clearly indicate the following information below:

(a) the regulator name; **and**

(b) the bidder’s name; **and**

(c) the date it was issued; **and**

(d) if applicable, the expiry date.

**NOTE (2):**

Bidder may subcontract or form a Joint Venture (JV) to meet this requirement. Signed by both parties and be submitted by the bidder.

**NOTE (3):**

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

## Bidder Experience and Capability Requirements

Complete table below, noting that:

Provide refence details from at least one (1) customer to whom disposal of E-waste services was provided or disposal of LAN or WAN Equipment services were delivered in the past five (5) years from publication of this bid.

* + - 1. Scope of work must be related

**NOTE (1):**

The Bidder **must provide** the following information when completing **table 6:**

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

**NOTE (2):**

Failure to comply **fully** to the requirements as indicated above will result in disqualification.

**NOTE (3):**

SITA reserves the right to verify information provided

Table 6: References

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No** | **Company Name** | **Reference person name, contact details** | **Project Scope of Work** | **Project start and end date** |
| 1 | <Company name> | <Person Name>  <Tel>  <email> | < Provide scope details of a project from a customer to whom a project or service was delivered for disposal of the customers network infrastructure assets > | Start Date:  End Date: |

**NOTE (1):**

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

**Note (2):**

**Failure to complete Table 6 fully as indicated above will result in disqualification.**

## Special Conditions of Contract

The Bidder **must accept ALL** the Special Conditions of Contract (SCC) as stated in section 3.4, by signing in the declaration of compliance and acceptance of SCC in **(Section 3.4.2.)**

**NOTE (1):**

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

* 1. **Preference Points Preferential Goals Evidence**

The Bidder **must**:

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

Bidder to select the section for points they wish to claim (Mark as Y=Yes) in **table 5** in **section 3.7** dependant on which preference system the Bidder selects in line with **section 3.7; and**

Provide a copy of the following relevant evidence for the Preferential Goal points which the Bidder qualifies for as set out in **table 4** in **section 3.7** **below** and **attach it here**:

* + - * 1. **Columns A, B, C and D in table 5:**

Copy of relevant proof ***(B-BBEE certificate or sworn affidavit)*** of B-BBEE status level of contributor as defined in the Broad-Based Black Economic Empowerment Act:

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

**or**

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

**and/ or**

* + - * 1. **Column D in tables 5 :**

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

**and/ or**

* + - * 1. **Column E in tables 5 :**

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

**Note:**

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

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

**NOTE (1):**

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