



**BID SPECIFICATION**

**STATE INFORMATION TECHNOLOGY AGENCY (SOC) LTD**

Registration number 1999/001899/30

|  |  |
| --- | --- |
| **RFB REF. NO:** | **RFB 3048 - 2024** |
| **DESCRIPTION** | Appointment of a Reputable Service Provider to Provide Cleaning and Hygiene Services to SITA Gauteng Offices (Erasmuskloof, Centurion, Beta, Numerus and Medical Battalion) for a Period of Five (5) Years |
| **PUBLICATION DATE** | **12 December 2024** |
| **BRIEFING SESSION** | **A Compulsory Onsite Briefing Session will be held as follows:**  **Date: 24 January 2025**  **Time: 10:00 am (South African Time)**  **Bidder who wishes to attend the On-site Compulsory Briefing session need to notify** [Lungile.sibiya@sita.co.za](mailto:Lungile.sibiya@sita.co.za). **The details of the Compulsory Physical Briefing session will then be sent to those Bidders.** |
| **CLOSING DATE FOR QUESTIONS AND ANSWERS** | **31 January 2025** |
| **RFB CLOSING DETAILS** | **Date:** **10 February 2025**  **Time: 11:00 am (South African Time)**  **Place: Tender Office, Pongola In Apollo, 459 Tsitsa Street, Erasmuskloof, Pretoria (Head Office).** |
| **RFB VALIDITY PERIOD** | **200 DAYS FROM THE CLOSING DATE** |

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

Contents

[1. Introduction and Background 3](#_Toc181569943)

[1.1 Purpose 3](#_Toc181569944)

[1.2 Background 3](#_Toc181569945)

[2. Scope of Bid 3](#_Toc181569946)

[2.1 Scope of Work 3](#_Toc181569947)

[2.2 Delivery address 4](#_Toc181569948)

[3. Requirements 4](#_Toc181569949)

[3.1 Service Requirements 4](#_Toc181569950)

[3.1.1 Equipment 4](#_Toc181569951)

[3.2 Service Elements 7](#_Toc181569952)

[3.2.1 An SLA (Service Level Agreement) will be signed between SITA and the appointed service provider to provide the following services: 7](#_Toc181569953)

[4. Bid Evaluation Stages 10](#_Toc181569954)

[4.1 Mandatory Administrative responsiveness (Stage 1) 10](#_Toc181569955)

[4.2 Technical Returnable Documents 12](#_Toc181569956)

[4.2.1 Instruction and Evaluation Criteria 12](#_Toc181569957)

[4.2.2 Technical mandatory requirements (Stage 2) 12](#_Toc181569958)

[4.2.3 Technical Functionality Evaluation Requirements (Stage 3) 15](#_Toc181569959)

[4.3 Special Conditions of Contract Verification (Stage 4) 20](#_Toc181569960)

[4.3.1 Special Conditions of Contract 20](#_Toc181569961)

[4.3.2 Declaration of compliance and acceptance SCC 31](#_Toc181569962)

[4.4 Costing and Preference Evaluation (Stage 5) 31](#_Toc181569963)

[4.4.1 Costing and Preference Evaluation 31](#_Toc181569964)

[4.4.2 Costing and Pricing Conditions 32](#_Toc181569965)

[4.5 Declaration of Acceptance 32](#_Toc181569966)

[4.6 Preference Requirements 33](#_Toc181569967)

[Annex A: Bidder substantiating evidence 38](#_Toc181569968)

[5. Technical Mandatory Requirement Evidence 38](#_Toc181569969)

[5.1 Bidder Certification / Affiliation Requirements 38](#_Toc181569970)

[5.2 Bidder Experience and Capability Requirements 38](#_Toc181569971)

[5.6 Third Party Risk Management Assessment 40](#_Toc181569972)

[5.7 Technical Functionality Requirements 40](#_Toc181569973)

[5.8 Preferential Goal Requirements 40](#_Toc181569974)

[Annex B: THIRD-PARTY RISK MANAGEMENT (TPRM) ASSESSMENT 42](#_Toc181569975)

[6. Instructions 42](#_Toc181569976)

[6.1 Evaluation Criteria 42](#_Toc181569977)

[6.1.1 Company risk 42](#_Toc181569978)

[6.1.2 All questions for all other risk elements: 43](#_Toc181569979)

[6.2 Third Party Risk Assessment 43](#_Toc181569980)

[6.3 Third Party Risk Management Declaration 46](#_Toc181569981)

[6.3.1 Declaration of Acceptance 46](#_Toc181569982)

# Introduction and Background

## Purpose

The purpose of this **Request For Bid (RFB)** is to invite Bidders (hereinafter referred to as “bidders”) to submit bids to source a service provider for the provisionCleaning and Hygiene services to SITA Gauteng Offices (Erasmuskloof, Centurion, Beta, Numerus and Medical Battalion) for a period of Five (5) years.

## Background

SITA is to appoint a reputable cleaning and hygiene service provider to provide a clean and hygienic workplace and maintain SITA Corporate image to all SITA Gauteng buildings for a period of Five (5) years, ensuring that the SITA premises are a pleasing work environment to both SITA Staff and clients.

# Scope of Bid

## Scope of Work

The scope of work for the bidders is as follow:

1. Cleaning and Hygiene services to SITA Gauteng Offices (Erasmuskloof, Centurion, Beta, Numerus and Medical Battalion) for a period of Five (5) years, which includes the following:
2. Cleaning of floors and surfaces in the entire building with an exception to restricted areas such as the electrical and mechanical emergency rooms and the main industrial kitchens at Centurion and Erasmuskloof;
3. Deep cleaning of carpets, couches and office chairs;
4. Cleaning of windows up to the level of 3 metres;
5. Provision of all cleaning material and cleaning equipment;
6. Dusting;
7. Waste removal and recycling;
8. Cleaning of walls up to the level of 3 metres and paintwork;
9. Cleaning glass and metalwork;
10. Reception and entrance cleaning;
11. Toilets and rest room cleaning;
12. Pests reporting;
13. Foyer cleaning;
14. Blinds cleaning;
15. Cleaning of office furniture and equipment;
16. Preparation and cleaning of meeting venues;
17. Cleaning and filling water coolers;
18. Cleaning of walkways;
19. General housekeeping in and outside the buildings;
20. Cleaning of gym facilities;
21. Cleaning of all training facilities;
22. Cleaning of security guard houses and change rooms;
23. Cleaning emergency exits and doors;
24. Deep cleaning of the ablution;
25. Weekly servicing of sanitary bins (including provision of bin liners and powder);
26. Quarterly deep cleaning of barrier mats;
27. Work to be in accordance with the Occupational Health and Safety Act and National Occupational Safety Association Standards;
28. The once -off supply of SHE bins and Monthly Servicing of Sanitary bins in all restrooms for a five (5) year period.
29. The once -off supply of barrier mats with the SITA logo and servicing of the mats for a five (5) year period.

## Delivery address

The services must be supplied or provided at the following physical addresses:

|  |  |  |
| --- | --- | --- |
| **No** | **Building Name** | **Physical Address** |
| 1 | **SITA Erasmuskloof** | 459 Tsitsa Street  Erasmuskloof  Pretoria |
| 2 | **SITA Centurion** | 1 John Vorster Drive  Centurion |
| 3 | **SITA Beta** | 222 Johannes Ramokhoase  Pretoria  0081 |
| 4 | **SITA Numerus** | 35 Hamilton Street  Arcadia  Pretoria  0001 |
| 5 | **Medical Battalion** | Cnr North & Lionel Slade Avenue,  Lyttelton,  Centurion,  0157 Institute for Aviation Medicine |

# Requirements

## Service Requirements

### Equipment

1. **The service provider shall provide all equipment & cleaning materials required to render the service:**

* Cleaning trolleys (double bucket with carrying baskets);
* Road runner dustbin type trolleys for cleaning of cars parks, road drive and walk ways;
* Appropriate mops, brooms, squeegees, Tele pole Squeegees, dusters, spray bottles;
* Low noise/Silent dry vacuum cleaners (usage in office accommodation, board room etc. areas;
* Wet & Dry vacuum for usage in service areas, loading zone. path-walk, service passages and related areas;
* PPE: Safety wear, uniform Masks and hand gloves s etc;
* Hose pipes;
* Blowers;
* Heavy duty plastic bags and dustbin liners;
* SHE Bins (including bin liners and powder);
* Toilet brush;
* Movable wet floor and other warning signage;
* Floor Polish;
* Furniture Polish;
* Toilet seat wipes;
* Liquid hand soap;
* Movable wet floor and other warning signage;
* Air freshener;
* Bleach;
* Urinal/toilet cleaner (Deo blocks);
* Anti-germ/ Sanitizer;
* Wall & floor Tile cleaner;
* Mirror cleaner;
* Window cleaner;
* All cloths used for cleaning.

**Note:** All consumable materials for dispensers in ablutions e.g. toilet paper, hand towel, hand soap pouches etc. will be supplied by SITA

1. **Product requirements for Barrier mats:**

The size of each barrier mat is 3 meters by 2 meters. All barrier mats must comply with SITA standards and the SITA Pantone colours as indicated below a sample must be pre-approved by the SITA originator (contract owner) and SITA Marketing department:



SITA Logo: (sample to be provided on award)



1. **Quantities required per building**

| **Name of SITA Building** | **Physical Address** | **Quantities required Barrier mats, Mobile toilets and SHE bins per building** |
| --- | --- | --- |
| Centurion: | 1 John Vorster Drive  Centurion | Barrier Mats: 12  SHE bins :130 |
| Beta | 222 Johannes Ramokhoase  Pretoria  0081 | Barrier Mats: 4  SHE bins: 20 |
| Numerus | 35 Hamilton Street  Arcadia  Pretoria  0001 | Barrier Mats: 4  SHE bins: 20 |
| Erasmuskloof: | 459 Tsitsa Street  Erasmuskloof  Pretoria | Barrier Mats: 12  SHE bins: 140 |
| 7-Medical Battalion | Pretoria  South Africa | Barrier Mats: 4  SHE bins: 4 |

## Service Elements

### An SLA (Service Level Agreement) will be signed between SITA and the appointed service provider to provide the following services:

| **Building name** | **Services Level/Standard Description** | **Frequency of Service** |
| --- | --- | --- |
| **SITA Centurion Building** | Cleaning frontline area’s/reception/entrance/foyer | Daily |
| Cleaning of workspace (cellular/open plan) |
| Cleaning of conference rooms, auditoriums, and boardrooms |
| Cleaning of all training venues and facilities |
| Cleaning of gyms |
| Cleaning of cafeteria and recreational facilities |
| Cleaning and refill water coolers |
| Rest room must be serviced/cleaned/replenished every two hours. |
| Cleaning storerooms |
| General housekeeping in and outside the buildings |
| Waste removal and recycling. |
| Cleaning glass doors |
| Cleaning of various floor types, passage, and stairs |
| Deep cleaning of ablution | Every three months  (quarterly) |
| Deep cleaning of carpets, chairs, and couches Mobile toilets: |
| **SITA**  **Centurion Building** | Cleaning windows, display, and partition glass | 1x Weekly |
| Vacuum upholstery |
| Damp clean and polish all furniture, counters, and flat surface. |
| Blinds cleaning  SHE Bins |
| Cleaning frontline area’s/reception/entrance/foyer | Daily |
| Cleaning of workspace {cellular/open plan |
| Cleaning of conference rooms, auditoriums, and boardrooms |
| Cleaning of cafeteria and recreational facilities |
| Cleaning and refill water coolers |
| Rest room must be serviced/cleaned/replenished every two hours |
|  |
| Deep cleaning of ablution | Every three months (quarterly) |
| Deep cleaning of carpets, chairs, and couches |
| **SITA Erasmuskloof Building** | Cleaning windows, display, and partition glass | 1x Weekly |
| Vacuum upholstery |
| Damp clean and polish all furniture, counters, and flat surface. |
| Blinds cleaning  SHE Bins |
| Cleaning frontline area’s/reception/entrance/foyer | Daily |
| Cleaning of workspace {cellular/open plan |
| Cleaning of conference rooms, auditoriums, and boardrooms |
| Cleaning of all training venues and facilities |
| Cleaning of gyms |
| Cleaning of cafeteria and recreational facilities |
| Cleaning and refill water coolers |
| Rest room must be serviced/cleaned/replenished every two hours |
| Deep cleaning of ablution | Every three months (quarterly) |
| Deep cleaning of carpets, chairs, and couches |
| **SITA Beta Building** | Cleaning windows, display, and partition glass | 1x Weekly |
| Vacuum upholstery |
| Damp clean and polish all furniture, counters, and flat surface. |
| Blinds cleaning  SHE Bins |
|  |  |
| Cleaning of workspace {cellular/open plan |
| Cleaning of conference rooms, auditoriums, and boardrooms |
| Cleaning of all training venues and facilities |
| **SITA Numerus Building** | **Frequency** |
| Cleaning of cafeteria and recreational facilities | Daily |
| Cleaning and refill water coolers |
| Rest room must be serviced/cleaned/replenished every two hours |
| Deep cleaning of ablution | Every three months (quarterly) |
| Deep cleaning of carpets, chairs, and couches |
| **SITA Numerus Building** | Cleaning windows, display, and partition glass | 1x Weekly |
| Vacuum upholstery |
| Damp clean and polish all furniture, counters, and flat surface. |
| Blinds cleaning  SHE Bins |
| Cleaning frontline area’s/reception/entrance/foyer | Daily |
| Cleaning of workspace {cellular/open plan |
| Cleaning boardroom |
| Cleaning and refill water coolers |
| Rest room must be serviced/cleaned/replenished every two hours |
| Deep cleaning of ablution | Every three months (quarterly) |
| Deep cleaning of carpets, chairs, and couches |
| **Military Battalion** | Cleaning windows, display, and partition glass | 1x Weekly |
| Vacuum upholstery |
| Damp clean and polish all furniture, counters, and flat surface. |
| Blinds cleaning  SHE Bins |

**3.2.2** **Size and Number of employees required per building:**

| **Building name** | **SIze** | **Number of employees required:** |
| --- | --- | --- |
| **1. SITA Erasmuskloof** | Office accommodation = **24,743m²** Parking area & walk/drive way = **29,533m²**  Total m² : **54,276 m²** | N/A |
| No of cleaners: Monday to Friday 07:00am – 16:00pm | 32 |
| No of cleaners: Saturdays, Sundays and Public holidays 08:00am – 15:00pm | 2 |
| **2. SITA Centurion** | Office accommodation = **33,759m²** Parking area & walk/drive way = **34,120m²** Computer mainframe & switching centres = **11,650 m²**  Total m² : **79,529 m²** | N/A |
| No of cleaners: Monday to Friday 07:00am – 16:00pm | 32 |
| No of cleaners: Saturdays, Sundays and Public holidays 08:00am – 15:00pm | 2 |
| **3. SITA Numerus** | Office accommodation = **2,800m²** Parking area & walk/drive way = **3,976m²** Computer mainframe & switching centres = **3,100 m²**  Total m² : **9,876 m²** | **N/A** |
| No of cleaners: Monday to Friday 07:00am – 16:00pm | 9 |
| **4. SITA Beta** | Office accommodation = **2,310 m²** Parking area & walk/drive way = **1,428 m²** Computer mainframe & switching centres = **3,348 m²**  Total m² : **7,086m²** | **N/A** |
| No of cleaners: Monday to Friday 07:00am – 16:00pm | 8 |
| **5. Medical Battalion** | Office accommodation = **189,65m²** Parking area & walk/drive way = **168m²**  Total m² : | **N/A** |
|  | No of cleaners: Monday to Friday 07:00am – 16:00pm | 2 |
| **Ad Hoc overtime to be shared amongst buildings 3,4 & 5 above.** | Ad hoc overtime (Saturday, Sunday and overtime) 08:00am – 15:00pm | 2 |

# Bid Evaluation Stages

The bid evaluation process consists of the following stages, according to the nature of the bid as indicated in the table below. 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 | Technical Functionality requirements | YES |
| Stage 4 | Special Conditions of Contract verification | YES |
| Stage 5 | Price / Preference points | YES |

## Mandatory Administrative responsiveness (Stage 1)

* + 1. **Attendance of briefing session**

1. An **On-site** **Compulsory Briefing session** will be held. The Bidder has to sign the briefing session attendance register using the same information (Bidder company name, bidder representative person name and contact details) as submitted in the bidder’s response document.
2. **Note (1):**

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

**Note (2):**

Any Bidder who fails to attend the **On-site** **Compulsory Briefing session** will be disqualified.

* + 1. =**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.
   * 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 envelop and be clearly marked.
3. Bidders shall submit proposal 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 proposal must be signed by an authorised employee, agent or representative of the bidder. The proposal 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 proposal responses in accordance with the prescribed manner of submission as specified in this document. **Failure to comply with the bid submission requirements will lead to disqualification.**
10. Bidders are required to submit all returnable documents/information together with their Bids/proposals on or before the closing time and date of the Bids/proposals.
11. All services supplied in accordance with the bidder’s proposal must be in accordance with all applicable legal requirements in terms of South African law, policies and regulations.

## Technical Returnable Documents

### Instruction and Evaluation Criteria

1. The bidder must comply with ALL the requirements as per the Technical Mandatory Requirements below by providing substantiating evidence in the form of documentation or information, failing which it will be regarded as “NOT COMPLY”.
2. The Bidder must provide a unique reference number (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response.
3. The bidder must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS in order for the bid response to proceed to the next stage of the evaluation.

### Technical mandatory requirements (Stage 2)

Table 2: 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 bidding company should be affiliated to one (1) of the following associations/institutions:   1. The National Contract Cleaners Association (NCCA);   **OR**   1. Cleaning Association of South Africa (CASA);   **OR**   1. Black Economic Empowerment Cleaning Association (BEECA);   **OR**   1. SAIOH (South African Institute for Occupational Hygiene);   **OR**   1. SAIOSH(South African Institute of Occupational and Health);   **OR**   1. The Worldwide Cleaning Industry Association (ISSA);   **OR**   1. The Cleaning Industrial Board. | Attach to **ANNEX A** a copy of a valid membership certificate or letter or any supporting document, indicating clearly:  (a) the regulator or professional body’s name,  (b) the bidder’s name; **and**  (c) the date it was issued; **and**  (d) expiry date if applicable  **NOTE (1):**  SITA reserves the right to verify information provided. | <provide unique reference to locate substantiating evidence in the bid response *–* ***see* Annex A , par5.1>** |
| 1. **Bidder Experience and Capability Requirements** | | |
| The Bidder must have provided /or is still providing Cleaning & Hygiene services to at least (2) Corporate Customers (each with a continuous period of at least one (1) year) in the last five (5) years from the publication date of this bid. | Provide in **Annexure A** reference details of two (2) Corporate Customers to whom the bidder provided/or is still providing Cleaning & Hygiene services (each with a continuous period of at least one (1) year) in the last five (5) from the publication date of this bid.  **NOTE (1)**  The Bidder **must provide all** the following information when completing **table 9:**   * 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. | <provide unique reference to locate substantiating evidence in the bid response – see **Annex A, par 5.2m, table 9**> |
| 1. **Public Liability Cover** | | |
| The Bidder must provide proof of Public Liability Insurance, or intention to procure a Public Liability Insurance Policy | Attach to **ANNEX A** a copy of the following:   * 1. A **valid Public Liability** **Insurance Policy** with a cover of a minimum of Five Million Rands (R5000 000.00);   **OR**   * 1. A **Letter** (on the Bidder’s Letterhead) confirming the Bidder’s intention to procure a **Public Liability** **Insurance Policy** with a cover of a minimum of Five Million Rands (R5000 000.00).   **NOTE (1)**  The recommended bidder will be required to provide proof of valid Public Liability Insurance Policy with a cover of a minimum of Five Million Rands (R5 000 000.00).  **NOTE (2):**  SITA reserves the right to verify **All** the information provided. | <provide unique reference to locate substantiating evidence in the bid response – see **Annex A, par 5.3**> |
| 1. **Good Standing from the Department of Labour** | | |
| **The bidder must provide a** **Letter of Good Standing from the Department of Labour** (Occupational Injuries and Diseases Act (COIDA) Letter of Good Standing)**.** | Attach to **ANNEX A** a copy of a valid letter of Good Standing from Department of Labour (Occupational Injuries and Diseases Act (COIDA) Letter of Good Standing). | <provide unique reference to locate substantiating evidence in the bid response – see **Annex A, par 5.4**> |
| 1. **Special Conditions of Contract** | | |
| Bidder **must accept ALL** the Special Conditions of contract. | The Bidder **must accept ALL** the Special Conditions of Contract by completing and signing the declaration of Acceptance in Declaration of compliance and acceptance under the Special Conditions **(Section 4.3.2)**.  **NOTE (1):**  Failure to **accept ALL** the Special Conditions of Contract will result in disqualification. | <Provide unique reference to locate substantiating evidence in the bid response – **see Annex A, par 5.5>** |
| 1. **Third Party Risk Assessment** | | |
| The Bidder must confirm compliance to Third-Party Risk Management Assessment. | The Bidder must comply to the Third-Party Risk Management Assessment requirement by completing All the questions in **Annex B.**  **NOTE (1):**  SITA reserves the right to verify information provided.  **NOTE (2):**  Failing to complete all the questions, or not Accepting the Declaration of Acceptance above will result in disqualification. | <Provide unique reference to locate substantiating evidence in the bid response – see **Annex A par 5.6 and** **Annex B**> |

### Technical Functionality Evaluation Requirements (Stage 3)

**INSTRUCTION AND EVALUATION CRITERIA**

(a) The bidder **must complete in full all of the TECHNICAL FUNCTIONALITY requirements**.

(b) 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**.

(c) Evaluation per requirement. The evaluation (scoring) of bidders’ responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence.

1. **Weighting of requirements:** The full scope of requirements will be determined by the following weights as per the table below.
2. Each Bidder will be evaluated on each individual requirement as indicated in the table below.

**Table 3:** Technical Functionality Weighting Requirements

| **No.** | **Technical Functionality requirements** | **Weighting** |
| --- | --- | --- |
| **1** | **FULL FUNCTIONALITY AND COVERAGE** |  |
| 1 | Service/Operational Plan | 50% |
| 2 | Human Capital Plan | 30% |
| 3 | Cleaning material Data Sheets | 20% |
| **TOTAL** | | **100%** |

1. Each TECHNICAL FUNCTIONAL requirement will be evaluated using a rating scale as per the table below:

**Table 4:** Evaluation criteria rating scale

| **Evaluation criteria** | **Score** |
| --- | --- |
| No information provided | 0 |
| **Irrelevant -** Does not meet minimum requirement | 1 |
| **Good** - Meets minimum requirements | 3 |
| **Exceeds** - Exceeds minimum requirements | 5 |

1. **Minimum threshold**. To be eligible to proceed to the next stage of the evaluation the bidder must achieve a minimum threshold score of **60%**.
2. **Minimum threshold per functional requirement.** To be eligible to proceed to the next stage of the evaluation must achieve the minimum threshold per functional environment as indicated in the table above.
3. Provide unique reference i.e. document name/number, page and paragraph number, to locate substantiating evidence in the bid response.

**NOTE (1):**

The Bidder must achieve at least **60%** for each of the Technical Functional requirement sections as indicated in table above, failing which will result in disqualification.

**NOTE (2):**

SITA reserves the right to verify All the information provided.

**TECHNICAL FUNCTIONALITY REQUIREMENTS**

1. **Evaluation per requirement**. The evaluation (scoring) of bidders’ responses to the requirements will be determined by the following:
2. Complete and clear responses to the service functional requirements must be provided:
3. Responses must be stated clearly to avoid misinterpretation.
4. The bidder must provide substantiating evidence to prove compliance.
5. Bidder substantiating evidence of compliance and statements should be kept to a minimum to avoid evaluation complexity.
6. The bidder must attach the substantive evidence for the Technical Functionality Requirements as indicated in this section.

**Note: (1)**

The evidence provided in this section will be used by the bid evaluation committee to evaluate the bid. Therefore, each piece of substantiating evidence must be cross referenced to the requirements specification section.

**Note: (2)**

The Bidder needs to provide information related to the substantiating evidence or comments in the format as required by the bid specification (e.g. text, graphical representation, diagrams, statistical reports, lists, reference letters, copies of product of solution documentation etc.). Therefore, each piece of substantiating evidence must be cross referenced to the requirements specification section, Product reference must clearly be mark to substantiating evidence which must be relevant and related to the evaluation question. Irrelevant responses and documentation will not be assessed.

**Note (3):**

SITA reserves the right to verify the information provided.

**Table 5:** Technical Functionality Requirements

| ***TECHNICAL FUNCTIONALITY REQUIREMENTS*** | ***Substantiating evidence and evaluation criteria***  *(used to evaluate bid)* | ***Weighting*** | ***Evidence***  ***(Page No)*** |
| --- | --- | --- | --- |
| 1. **SERVICE/OPERATIONAL PLAN**   The Bidder toindicate the Service/Operational Plan showing the following:   * 1. Daily Cleaning schedule/ Cleaning Plan   **(Core Functional Requirement)**   * 1. Standard cleaning Operating procedures for all specified areas and services delivered   **(Core Functional Requirement)**   * 1. Accident Report form and procedure   **(Core Functional Requirement)**   * 1. Contingency plan addressing the plan for rendering the service in case of unrest, industrial action, absenteeism etc.   **(Core Functional Requirement)**   * 1. Examples of Hygiene check lists/ task monitoring lists indicating monitoring time intervals per area   **(Non-Core Functional Requirements)**   * 1. Equipment Maintenance Plan   **(Non-Core Functional Requirements**   * 1. Cleaning material replenishment procedure   **(Non-Core Functional Requirements)**  **Minimum Requirement:**  The bidder **MUST** a minimum requirement of **Four (4)** Core Functional requirements **(a, b, c, and d)** | **Evidence:**  The Bidder to submit the detailed Service/Operational Plan indicating plans listed in the first column.  **Evaluation:**  0= No relevant information provided.  1= Does not meet minimum requirement: Less than four (4) core functional requirements were addressed.  3 = Meets minimum requirements: **Four (4)** Core Functional requirements **(a, b, c and d)** were addressed.  5 = Exceeds minimum requirements: All functional requirements **were met (a, b, c, d, e, f and g).** | 50% | <provide unique reference to locate substantiating evidence in the bid response – **Annex A, section 5.7**> |
| 1. **Human Capital Plan**   The Bidder toindicate the Human Capital Plan in accordance with the scope of work showing the following:   1. Human Resource Plan – (addressing placement, attendance procedures, registers etc.)   **(Core Functional Requirement)**   1. Skills improvement & training procedures   **(Core Functional Requirement)**   1. Account Management Procedures   **(Core Functional Requirement)**   1. Organizational Structure   **(Non-Core Functional Requirements)**  **Minimum Requirement:**  **The bidder MUST meet three (3) Core Functional requirements (a, b and c).** | **Evidence:**  The Bidder to submit the detailed Human Capital Plan indicating plans listed in the first column.  **Evaluation:**  0= No relevant information provided  1= Does not meet minimum requirement: Less than three (3) core functional requirements were addressed.  3 = Meets minimum requirements: **Three (3)** Core Functional requirements **(a, b and c)** were addressed.  5 = Exceeds minimum requirements: All functional requirements **were met (a, b, c, and d).** | 30% | <provide unique reference to locate substantiating evidence in the bid response – **Annex A, section 5.7**> |
| 1. **Cleaning Material Data Sheets**   The Bidder toindicate the Cleaning Material Data Sheets of all cleaning materials that will be utilised for the duration of the contract showing the following:   1. The product name/identification   **(Core Functional Requirement)**   1. Ingredient Composition/Information   **(Core Functional Requirement)**   1. Hazard identification   **(Core Functional Requirement**   1. First aid measure   **(Core Functional Requirement)**   1. Note to physician.   **(Core Functional Requirement**   1. Firefighting measures   **(Core Functional Requirement)**   1. Accidental release measures   **(Core Functional Requirement)**   1. Handling and storage   **(Core Functional Requirement)**   1. Exposure controls/personal protection   **(Core Functional Requirement)**   1. Physical and chemical properties   **(Core Functional Requirement)**   1. Toxological information   **(Non-Core Functional Requirements)**   1. Ecological information   **(Non-Core Functional Requirements)**   1. Stability and reactivity   **(Non-Core Functional Requirements)**  **Minimum Requirement:**  **The bidder must meet ten (10) Core Functional requirements (a, b, c, d, e, f, g, h; I; and j).** | **Evidence:**  The Bidder to submit the detailed Cleaning Material Data Sheets of all cleaning materials that will be utilised for the duration of the contract as listed in the first column.  **Evaluation:**  0= No relevant information provided  1= Does not meet minimum requirement: Less than **ten (10) functional requirements** were addressed.  3 = Meets minimum requirements:  **ten (10) core functional requirements (a, b, c, d, e, f, g, h, i and j)** were addressed.  5 = Exceeds minimum requirements:  All functional requirements **were met a, b, c, d, e, f, g, h, i, j, k, l and m).** | 20% | <provide unique reference to locate substantiating evidence in the bid response – **Annex A, section 5.7**> |

## Special Conditions of Contract Verification (Stage 4)

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; **or**
   3. Award to multiple bidders; **or**
   4. Not to award; **or**
   5. To do a partial award.
3. In the event that the bidder qualifies the proposal with own conditions and does not specifically withdraw such own conditions when called upon to do so, SITA will invoke the rights reserved in accordance with subsection 4.3. (b) Above.

### Special Conditions of Contract

#### Contracting Conditions

1. **Formal Contract** - The supplier must enter into a formal written contract (agreement) with SITA.
2. **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.
3. It is the Bidders responsibility to ensure it has sufficient funds for the payment of consumables, cleaning materials, equipment maintenance and its staff as scheduled and in a timely manner. The Bidder will inform SITA in writing, if the conditions of the contract cannot be adhered to or if services are affected/delayed.

#### Delivery Address

The supplier must deliver the required products or services at as indicated in Section 2.2.

#### Services and Performance Metrics

1. The Bidder is responsible to perform the work as outlined in the following Work Breakdown Structure (WBS):

| **WBS** | **Statement of Work** | **Delivery Timeframe** |
| --- | --- | --- |
|  | Office Cleaning and Hygiene Service in SITA Offices | **Daily for the period of months** |
|  | Removal of Sanitary bin service | 1xWeekly |
|  | Deep cleaning of carpets | Quarterly |
|  | Deep cleaning of chairs | Quarterly |
|  | Deep cleaning of barrier mats | Quarterly |
|  | Cleaning the path-walk | Twice per week |

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

| **Building name** | **Services Level/Standard Description** | **Frequency of Service** |
| --- | --- | --- |
| **SITA Centurion Building** | Cleaning frontline area’s/reception/entrance/foyer | Daily |
| Cleaning of workspace (cellular/open plan) |
| Cleaning of conference rooms, auditoriums, and boardrooms |
| Cleaning of all training venues and facilities |
| Cleaning of gyms |
| Cleaning of cafeteria and recreational facilities |
| Cleaning and refill water coolers |
| Rest room must be serviced/cleaned/replenished every two hours. |
| Cleaning storerooms |
| General housekeeping in and outside the buildings |
| Waste removal and recycling. |
| Cleaning glass doors |
| Cleaning of various floor types, passage, and stairs |
| Deep cleaning of ablution | Every three months (quarterly) |
| Deep cleaning of carpets, chairs, and couches |
| **SITA Centurion Building** | Cleaning windows, display, and partition glass | 1x Weekly |
| Vacuum upholstery |
| Damp clean and polish all furniture, counters, and flat surface. |
| Blinds cleaning |
| **SITA Erasmuskloof Building** | **Services Level/Standard Description** | **Frequency** |
| Cleaning frontline area’s/reception/entrance/foyer | Daily |
| Cleaning of workspace {cellular/open plan) |
| Cleaning of conference rooms, auditoriums, and boardrooms |
| Cleaning of all training venues and facilities |
| Cleaning of gyms |
| Cleaning of cafeteria and recreational facilities |
| Cleaning and refill water coolers |
| Rest room must be serviced/cleaned/replenished every two hours |
| Deep cleaning of ablution | Every three months (quarterly) |
| Deep cleaning of carpets, chairs, and couches |
| **SITA Erasmuskloof Building** | Cleaning windows, display, and partition glass | 1x Weekly |
| Vacuum upholstery |
| Damp clean and polish all furniture, counters, and flat surface. |
| Blinds cleaning |
| **SITA Beta Building** | Services Level/Standard Description | Frequency |
| Cleaning frontline area’s/reception/entrance/foyer | Daily |
| Cleaning of workspace {cellular/open plan) |
| Cleaning of conference rooms, auditoriums, and boardrooms |
| Cleaning of all training venues and facilities |
| Cleaning of gyms |
| Cleaning of cafeteria and recreational facilities |
| Cleaning and refill water coolers |
| Rest room must be serviced/cleaned/replenished every two hours |
| Deep cleaning of ablution | Every three months (quarterly) |
| Deep cleaning of carpets, chairs, and couches |
| **SITA Beta Building** | Cleaning windows, display, and partition glass | 1x Weekly |
| Vacuum upholstery |
| Damp clean and polish all furniture, counters, and flat surface. |
| Blinds cleaning |
| **SITA Numerus Building** | **Services Level/Standard Description** | **Frequency** |
| Cleaning frontline area’s/reception/entrance/foyer | Daily |
| Cleaning of workspace {cellular/open plan) |
| Cleaning of conference rooms, auditoriums, and boardrooms |
| Cleaning of all training venues and facilities |
| Cleaning of gyms |
| Cleaning of cafeteria and recreational facilities |
| Cleaning and refill water coolers |
| Rest room must be serviced/cleaned/replenished every two hours |
| Deep cleaning of ablution | Every three months (quarterly) |
| Deep cleaning of carpets, chairs, and couches |
| **SITA Numerus Building** | Cleaning windows, display, and partition glass | 1x Weekly |
| Vacuum upholstery |
| Damp clean and polish all furniture, counters, and flat surface. |
| Blinds cleaning |
| **Military Battalion** | **Services Level/Standard Description** | **Frequency** |
| Cleaning frontline area’s/reception/entrance/foyer | Daily |
| Cleaning of workspace {cellular/open plan) |
| Cleaning boardroom |
| Cleaning and refill water coolers |
| Rest room must be serviced/cleaned/replenished every two hours |
| Deep cleaning of ablution | Every three months (quarterly) |
| Deep cleaning of carpets, chairs, and couches |
| **Military Battalion** | Cleaning windows, display, and partition glass | 1x Weekly |
| Vacuum upholstery |
| Damp clean and polish all furniture, counters, and flat surface. |
| Blinds cleaning |

#### Supplier Performance Reporting

1. The Bidder must provide monthly job-cards, otherwise the invoice cannot be processed;
2. The job-cards will contain the services delivered for the month, material provided and other relevant information. SITA can request additional information if deemed necessary; and
3. The Bidder must attend scheduled meetings and action the items raised.
4. The bidder must avail the reliever as and when the regular cleaners are not on site at own cost

#### 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
   2. it is committed to provide the Products or Services; and
   3. perform all obligations detailed herein without any interruption to the Customer
   4. it has been certified for the Products and Services required
2. The bidder must provide the service in a good and workmanlike manner and in accordance with the practices and high professional standards used in well-managed operations performing services similar to the Services;
3. **The Bidder must perform the Services in the most cost-effective manner consistent with the level of quality and performance as defined in Statement of Work or Service Definition.**

#### Logistical Conditions

1. **Hours of Work**

SITA official working hours is between **8h00 and 16h00 on weekdays – (Monday to Friday)**. The service will be expected to report for duty full clothed with the uniform on two shifts.

**First shift: Monday- Friday** 6h00am till 15h00pm

**Second shift**: **Monday – Friday** 7h00am till 16h00pm

The onus is on the service provider to allocate cleaners and supervisor per shift.

**On weekends and public holidays**, there will be only One shift from 7h30am until 15h30pm

For **SITA annual closure** at the end of the year the skeletal cleaners will be as follows:

* + - 1. Medical Battalion- 1xcleaner
      2. Beta and Numerus- 3 x cleaners
      3. Centurion and Erasmuskloof – 4 x cleaners

All work which will inconvenience the productivity of SITAzens or affect the health and safety of SITAzens should be discussed and Project plan(s) should be agreed and signed off by SITA. If work is planned for outside SITA official working hours or over weekends, prior arrangements should be made with SITA Soft Services Supervisor and SITA Physical Security department.

1. **Tools of Trade**

The Bidder shall provide all necessary tools of trade for them to perform their duties adequately as listed below. (e.g. equipment and chemicals) as per 3.1.1 Product requirements

1. All consumable materials for dispensers in ablutions e.g. toilet paper, hand towel, hand soap pouches etc. will be supplied by SITA
2. **On-site and Remote Support**.

The service provider must supply contact details of the Contract manager and on-site supervisors.

1. **Support and Help Desk**. The Supplier must provide Supervisor on all sites: Centurion, Erasmuskloof, Beta, Numerus and Medical Battalion (full time), to attend to contract related matters. The supplier must provide Project Manager (not full time) to do Routine inspections and monitoring to be done on all sites 1 x per week.

#### 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 Supplier must for the duration of the contract ensure that the proposed product or solution conform to the list of Government Minimum Interoperability Standards (MIOS).
4. **The Bidder must for the duration of the contract ensure compliance with the Occupational health and safety Act (OHSA) and the Compensation for Occupational Injuries and Diseases Act (COIDA)**
5. **The materials, consumables and equipment used should be SABS approved and Environmental (Eco) friendly;**

#### Personnel Security Clearance

(a) **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:

(i) Copy of company registration documentation;

(ii) Copy(ies) of identity documentation of Director(s), Member(s) or Trustee(s);

(iii) Copy of valid tax clearance certificate.

(b) **Security suitability check for individuals**: SITA may, at its own discretion and in line with its policies and procedures, require employees of the supplier to be subjected to a security suitability check before commencement of a project or delivering of a service. The security suitability check is conducted by SITA in order to ensure that individuals meet the minimum-security requirements and also to verify personal information. The supplier will be required to replace any employee(s) who is found to be not suitable after the conduct of the security screening. The following documentation will be required for the security suitability check:

(i) Copy of identity document;

(ii) Copy(ies) of qualification(s) if SITA requires verification thereof;

(iii) Fingerprints – will be taken electronically;

(iv) Signed consent form for the conduct of background checks.

(c) **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:

(i) Completed Z204 or DD1057 security clearance application form;

(ii) Fingerprints;

(iii) 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/goods supplied under this contract remains valid for theFive (5) year period /duration of the contract after the services/goods were delivered, installed, and commissioned with a sign off, including the client’s signature;
   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. All service provided by the service provider conforms to the Specifications as stipulated in the contract and is sustainable for the duration of the contract;
   4. 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;
   5. Response time to cleaning related enquiries/complaints on site should be dealt with immediately;
   6. the Products is maintained during its Warranty Period at no expense to SITA;
   7. the Product possesses all material functions and features required for SITA’s Operational Requirements;
   8. the Product remains connected or Service is continued during the term of the Contract;
   9. 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;
   10. 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;
   11. 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;
   12. any Product sold to SITA after the Commencement Date of the Contract remains free from any lien, pledge, encumbrance or security interest;
   13. 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;
   14. the information disclosed to SITA does not contain any trade secrets of any third party, unless disclosure is permitted by such third party;
   15. 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;
   16. it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into the Contract;
   17. 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
   18. any misrepresentation by the Supplier amounts to a breach of Contract.

#### Intellectual Property Rights

1. SITA retains all Intellectual Property Rights in and to SITA's Intellectual Property. As of the Effective Date, the 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 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.
4. The parties in the agreement agree that a**n SLA (Service Level Agreement)** will be signed between SITA and the appointed service provider stating the below:
5. The appointed service provider must submit cleaning and hygiene work schedules to the Soft Services Supervisor, as the FM representative, **within the first week** after award of the contract.
6. The appointed supplier will attend progress review meetings to be held on a monthly basis. The Project Manager of the appoint Cleaning and Hygiene service provider must attend the monthly progress review and Ad-hoc review meetings as organized by SITA.
7. The service provider must undertake to provide an additional staff as requested for the rendering of the service on an ad-hoc basis and a relief personnel must be made available for cleaner personnel that go on any type of leave.
8. Comply with all relevant employment legislation and applicable bargaining council agreement, including UIF, PAYE, etc.
9. The service provider’s record sheet must be stored for the duration of the contract and should be available for inspection at any time. The lack of complete proof of evidence files will result in immediate cancellation of the contractor. After completion of the monthly service all record sheet, job cards, history reports etc will be submitted to SITA.
10. The bidder must keep proper staff files that will be made available for inspection by SITA FM representative. Staff files will include all appropriate documents of all Cleaning and Hygiene personnel in the service provider’s employment for the duration of the contract. Staff files to include signed time registers, vetting documentation, CV’s, Medical reports etc. All staff to undergo the SITA Vetting clearance, before commencing with the contract. To ensure adherence to the minimum-security compliance standards as all SITA National Key Points requirements. All staff to undergo the SITA vetting clearance, before commencing with the contract and only South African Citizens enter SITA premises as some SITA Buildings are National Key Points
11. Not accept any responsibility for accounts/expenses incurred by the service provider that was not agreed upon by the contracting parties
12. The Bidder **must** provide **all** of the following reference details from at least two (2) customers to whom the following were delivered in the last five (5) years from the publication date of this bid:
13. Cleaning & Hygiene services, **and**
14. Supply & Servicing of sanitary bins, deep cleaning of chairs and Carpets, supply and cleaning of barrier mats. Reference letters must submit it together with the quotation.
15. The bidder must comply with OHS – Occupational Health and Safety Act for the duration of the contract will include but is not limited to the following:.
16. It is compulsory for the staff members of the appointed contractor to wear identifiable protective clothing and safety gear, while performing their duties. The bidder must provide and ensure that human resources are clothed in uniform that is complying with health & safety standards and depicting the name of the company.
17. Identifiable safety signage should be displayed at all times when landscaping activities are performed in walking pathways terrain, gardens; etc
18. The safety of SITA personnel and visitors at the applicable premises should be a priority at all times. Care should be taken not to disturb/disrupt the SITA daily operations during official office hours
19. Monitor and enforce contract provision based on the agreed performance standard frame work.
20. All personnel employed by the service provider must be able to communicate in English and must not be younger than 18 years of age.
21. The service provider must ensure that Daily check (2 hourly) sheet must be fitted in each rest room/toilet area, as these facilities must be serviced/cleaned/replenished every two hours daily. Check sheet to place on file, archived and kept on site/
22. The service provider must use SABS approved/Eco friendly chemical, products and material required, to perform their duties.
23. In the event of an unforeseen incident which may occur, where a supplier might damage SITA property during installation, it will be the supplier`s responsibility to repair/replace the damaged property at their cost. The appointed service provider must submit proof of liability cover on appointment of the contract.

#### 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.

#### Business Continuity and Disaster Recovery Plans

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

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

### Declaration of compliance and acceptance SCC

I (we), the bidder hereby declare that I (we) accept ALL the Special Conditions of Contract as specified in par **4.3** above and shall comply with all stated obligations:

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

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

## Costing and Preference Evaluation (Stage 5)

### Costing and Preference Evaluation

1. In terms of the SITA Preferential Procurement Policy (PPP), the following preference point system is applicable **for this** Bid:
   1. the 80/20 system (80 Price, 20 Specific Goals) for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); or
   2. the 90/10 system (90 Price and 10 Specific Goals) for requirements with a Rand value above R50 000 000 (all applicable taxes included).
2. The Bidder must complete **either the 80/20 or 90/10 preference point system** based on the offer submitted by the Bidder and submit proof of documentation required in terms of this tender.
3. SITA reserve the right to apply either the **80/20, or 90/10** preference point system based on the following conditions:
   1. If the lowest acceptable bid price is up to and including R50 000 000 (all applicable taxes included) then the 80/20 preferential point system will apply to all acceptable bids; **or**
   2. If the lowest acceptable bid price is above R50 000 000 (all applicable taxes included) then the 90/10 preferential point system will apply to all acceptable bids;
4. Points will be allocated for each of the **Preferential Goal Requirements** for this tender as indicated in **table 6,** dependant on paragraphs (2) and (3) above.
5. Points for this tender shall be awarded for:
   1. Price; and
   2. Preference points for specific goals.
6. The maximum points for this tender will be allocated as follows, subject to paragraphs (2) and (3) above: **Table 6:** Points allocation

|  |  |  |
| --- | --- | --- |
| **Description** | **Points**  **Table 8A** | **Points**  **Table 8B** |
| Price | **80** | **90** |
| Preference points for specific goals | **20** | **10** |
| Total points for Price and preference points for specific goals | **100** | **100** |

### Costing and Pricing Conditions

1. **South African Pricing** - The total price must be VAT inclusive and be quoted in South African Rand (ZAR).
2. **Total Price**
   1. All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
   2. All additional costs as well as cost of delivery, labour, S&T, overtime, etc. must be included in this bid.
   3. All services, accessories, upgrades and options required by the solution or specified by the client must be included in the quoted price. If not included, suppliers will be required to supply these accessories at no cost to the client.
   4. SITA reserves the right to negotiate pricing with the successful bidder prior to the award as well as envisaged quantities
3. These conditions will form part of the Contract between SITA and the bidder. However, SITA reserves the right to include or waive the condition in the Contract.
4. The Bidder must complete the declaration of acceptance as per **par 4.5** below by marking with an “X” either “ACCEPT ALL”, or “DO NOT ACCEPT ALL”, failing which the declaration will be regarded as “DO NOT ACCEPT ALL” and the bid will be disqualified.
   * 1. **Bid Pricing Schedule**
5. 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 4.4.2** above by indicating with an “X” in the “ACCEPT ALL” column, or 2. The bidder declares to NOT ACCEPT ALL the Costing and Pricing Conditions as specified in **par 4.4.2**  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 tables 8A, or 8B, 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 Bidder must complete either the 90/10 or 80/20 preference point system based on the offer submitted by the Bidder and submit proof or documentation required in terms of this tender.**
   2. The specific Preferential Goal Requirements for this tender is indicated in **table 7** below.
   3. The Bidder **must** indicate their commitment to claim points for each of the preference points **by signing at par 4.5 in the Invitation to Bid document**.
   4. Failure on the part of a bidder to submit proof or documentation required or to comply to paragraph (d) above in terms of this tender to claim preference points for the **Preference Goal Requirements** for this tender, will be interpreted to mean that preference points are not claimed.
   5. The Bidder’s **commitment** for the **Preference Goal Requirements** in this tender will be **legally binding** and the Bidder needs to **perform against their commitment** for the duration of the contract which will form part of the Contractual Agreement.
   6. The Bidder **must sustain, or improve** the **company’s BBBEE Level** **for the duration of the contact** which will form part of the Contractual Agreement.
   7. **Performance of Preference Goal Requirements will be determined annually.** Bidders must submit their Preference status report to **SITA** indicating progress against the Bidder’s Preferential commitments **within 30 days after each quarter from the commencement date of the contract**.
   8. Bidders need to keep auditable substantive records / evidence and upon request by **SITA** must be made available for audit and, or due diligence purposes.
   9. **SITA reserves the right** **to** require from a Bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim with regards to preferences, in any manner required by SITA.
   10. **SITA reserves the right to** verify information / evidence provided by the Bidder.
   11. **SITA reserves the right to** introduce a **penalty of 1% of the overall annual year spent by SITA for the prior year** if the Bidder fails to comply to **paragraphs (e), (f) and (g) above.**

**Table 7:** Preference Goal Requirements (Specific Goals)

| **Preference Goal Requirement #** | **Preferential Goal Requirements** | **Preferential Goal Requirements** | |
| --- | --- | --- | --- |
|  | **Preferential Goal Requirements allocated for this tender** | **Substantiating evidence and evidence reference to be completed by bidder.  Evaluation per requirement: Each requirement indicated in the table below must be completed and points will be allocated based on the evidence required below** | **Evidence Reference** |
|  | **B-BBEE Requirements** |  | |
| 1) | **B-BBEE Requirements**  Promotion of Transformational Objectives. | **Evidence:** The Bidder must provide a copy of the following relevant evidence for the Preferential Goal points which the Bidder qualifies for:   1. **Columns A, B, C and D in tables 8A or 8B**   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:   * + - * 1. ***B-BBEE certificate*** *(from a SANAS Accredited Agency/thedtic);*   **or**  ***Sworn affidavit*** in the format provided by CIPC - ***Applicable to EMEs and QSEs only;***  **and/ or**   1. **Column D in tables 8A or 8B**   Copy of **South African Identification Document (ID)**;  **and/ or**   1. **Column E in tables 8A or 8B**   *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 either **table 8A, or 8B in section 4.6.** | <provide unique reference to locate the substantiating evidence in the bid response – **Annex A, section 5.8**> |

**Table 8A**: 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

**Table 8B:** B-BBEE Points as part of the Preference Goal requirements (Preferential Goal Requirements for **(90/10) 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** | **3** | **2** | **2** | **2** | **1** | **10** |  |  |
|  | **2** | **Level 1** | **3** | **2** | **2** | **2** | 0 | **9** |  |  |
|  | **3** | **Level 1** | **3** | **2** | **2** | 0 | 0 | **7** |  |  |
|  | **4** | **Level 1** | **3** | **2** | 0 | 0 | 0 | **5** |  |  |
|  | **5** | **Level 2 and 3** | **2** | **1** | **0,5** | **0,5** | **0,5** | **4,5** |  |  |
|  | **6** | **Level 2 and 3** | **2** | **1** | **0,5** | **0,5** | 0 | **4** |  |  |
|  | **7** | **Level 2 and 3** | **2** | **1** | **0,5** | 0 | 0 | **3,5** |  |  |
|  | **8** | **Level 2 and 3** | **2** | **1** | 0 | 0 | 0 | **3** |  |  |
|  | **9** | **Level 4 and 5** | **1** | **0,5** | **0,25** | **0,25** | **0,25** | **2,25** |  |  |
|  | **10** | **Level 4 and 5** | **1** | **0,5** | **0,25** | **0,5** | 0 | **2,25** |  |  |
|  | **11** | **Level 4 and 5** | **1** | **0,5** | **0,25** | 0 | 0 | **1,75** |  |  |
|  | **12** | **Level 4 and 5** | **1** | **0,5** | 0 | 0 | 0 | **1,5** |  |  |
|  | **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:** | | **10** |  |  |  |  |  |  |  |

F= A+B+C+D+E

1. Bidder substantiating evidence

# Technical Mandatory Requirement Evidence

## Bidder Certification / Affiliation Requirements

The bidding company should be affiliated to one (1) of the following associations/institutions:

1. The National Contract Cleaners Association (NCCA);

**OR**

1. Cleaning Association of South Africa (CASA);

**OR**

1. Black Economic Empowerment Cleaning Association (BEECA);

**OR**

1. SAIOH (South African Institute for Occupational Hygiene);

**OR**

1. SAIOSH(South African Institute of Occupational and Health);

**OR**

1. The Worldwide Cleaning Industry Association (ISSA);

**OR**

1. The Cleaning Industrial Board.

**Attach** a copy **here** of a valid membership certificate or letter or any supporting document, indicating clearly:

(a) the regulator or professional body’s name,

(b) the bidder’s name; **and**

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

(d) expiry date if applicable

**NOTE (1):**

SITA reserves the right to verify information provided.

## Bidder Experience and Capability Requirements

1. Complete table below, noting that:
   * + 1. The Bidder **must** provide **all** of the following reference details two (2) Corporate Customers to whom the bidder provided/or is still providing Cleaning & Hygiene services (each with a continuous period of at least one (1) year) in the last five (5) from the publication date of this bid.
       2. Project end-date must be current or not older than five (5) years from publication date of this bid.
       3. Scope of work must be related.

**NOTE (1):**

The Bidder must provide all of the following information when completing **table 9**:

* 1. Company name; **and**
  2. Reference Person Name, Tel **and/or** email; **and**
  3. Project Scope of Work; **and**
  4. Project Start and End-date.

**NOTE (2):**

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

**NOTE (3):**

SITA reserves the right to verify information provided.

Table 9: 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> **or**  <email> | <Provide scope details of a Corporate Customer to whom the bidder provided/or is still providing Cleaning & Hygiene services (each with a continuous period of at least one (1) year) in the last five (5) from the publication date of this bid.> | Start Date:  End Date: |
| 2 | <Company name> | <Person Name>  <Tel> **or**  <email> | <Provide scope details of a Corporate Customer to whom the bidder provided/or is still providing Cleaning & Hygiene services (each with a continuous period of at least one (1) year) in the last five (5) from the publication date of this bid.> | Start Date:  End Date: |

* 1. Public Liability Cover

**Attach** a proof of Public Liability Insurance, or intention to procure a Public Liability Insurance Policy **here:**

* 1. A **valid Public Liability** **Insurance Policy** with a cover of a minimum of Five Million Rands (R5000 000.00);

**OR**

* 1. A Letter (on the Bidder’s Letterhead) confirming the Bidder’s intention to procure a Public Liability Insurance Policy with a cover of a minimum of Five Million Rands (R5000 000.00).

**NOTE (1)**

The recommended bidder will be required to provide proof of valid Public Liability Insurance Policy with a cover of a minimum of Five Million Rands (R5000 000.00).

**NOTE (2):**

SITA reserves the right to verify All the information provided above.

* 1. **Good Standing from the Department of Labour**

**Attach** a copy of a valid letter of Good Standing from Department of Labour (Occupational Injuries and Diseases Act (COIDA) Letter of Good Standing) **here.**

* 1. **Special Conditions of Contract**

The Bidder **must accept ALL** the Special Conditions of Contract by completing and signing the declaration of Acceptance in Declaration of compliance and acceptance under the Special Conditions **(Section 4.3.2)**.

**NOTE (1):**

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

## Third Party Risk Management Assessment

The Bidder must comply with the Third-Party Risk Management Assessment requirement by completing All the questions in **ANNEX B** and attach it **here.**

**NOTE (1):**

SITA reserves the right to verify information provided.

**NOTE (2):**

Failing to complete all the questions, or not Accepting the Declaration of Acceptance above will result in disqualification

## Technical Functionality Requirements

The Bidder needs to **attach** the required Evidence for the Technical Functional Requirements as indicted in **section 4.2.3 here.**

## Preferential Goal Requirements

The Bidder **must**:

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

Bidder to select the section for points they wish to claim (Mark as Y=Yes) in **either tables 8A or 8B in section 4.6**, dependant on which preference system the Bidder selects in line with **section 4.6; and**

Provide a copy of the following relevant evidence for the Preferential Goal points which the Bidder qualifies for as set out in **table 7** in **section 4.6.** and **attach it here**:

* + - * 1. **Columns A, B, C and D in tables 8A or 8B**

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/ thedtic);*

**or**

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

**and/ or**

* + - * 1. **Column D in tables 8A or 8B**

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

**and/ or**

* + - * 1. **Column E in tables 8A or 8B**

*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

1. THIRD-PARTY RISK MANAGEMENT (TPRM) ASSESSMENT

# Instructions

1. In terms of the approved SITA Third-Party Risk Management Framework, all Bidders responding to this bid must complete the following section by answering ALL the questions.
2. By completing the Third-Party Risk Management Assessment the Bidder agrees to provide all reasonable supporting documentation when requested to do so, as well as during contract finalisation as this is a pre-award condition of this bid.
3. Any risk identified during the assessment process will have to be mitigated and/or remediated before or during the contract finalisation phase. A detailed mitigation plan, that is acceptable to SITA, may also be required.
4. Supplier due diligence, as contained in the Special Conditions of Contract, is also applicable to this Third-Party Risk Management process.
5. The following 6 (six) risk elements will be assessed:
   1. Company risk: 10 questions;
   2. Financial risk: 6 questions;
   3. Operational risk: 8 questions;
   4. Governance and compliance risk: 6 questions;
   5. Information security and privacy risk: 7 questions;
   6. Reputational risk: 6 questions.

## Evaluation Criteria

### Company risk

* 1. Questions 2, 3, 6, 8, 9, 10:

| **Evaluation criteria** | **Score** |
| --- | --- |
| Yes | 0 |
| Partially meet requirements | 0.5 |
| No | 1 |

* 1. Questions 1, 4, 5:

| **Evaluation criteria** | **Score** |
| --- | --- |
| Yes | 1 |
| Partially meet requirements | 0.5 |
| No | 0 |

* 1. Question 7:

| **Evaluation criteria** | **Score** |
| --- | --- |
| Yes, actively operating for more than 5 years | 1 |
| 2-5 Years actively operating | 0.5 |
| No, actively operating for less than 2 years | 0 |

### All questions for all other risk elements:

| **Evaluation criteria** | **Score** |
| --- | --- |
| Yes | 1 |
| Partially meet requirements | 0.5 |
| No | 0 |

## Third Party Risk Assessment

* 1. The assessment of bidders’ responses to the questions will be determined by the completeness (i.e. all questions answered), undertaking signed (where required) and accuracy of substantiating evidence, when requested. Please note that SITA reserves the right to verify the information provided.

| **Question to assess each risk element** | **Bidders response:**  **Mark relevant box with an “X”** | | |
| --- | --- | --- | --- |
| **Company Risk** | | | |
| 1. Have you listed all related party transactions to be declared between you and SITA or its department in SBD9? | Yes | Partially | No |
| 1. Are you currently involved in litigation against SITA – or do you foresee litigation being instituted within the next 6 months? | Yes | Partially | No |
| 1. Are there any law suits or ongoing litigation that could affect this transaction in any way or the bidder as an ongoing concern? | Yes | Partially | No |
| 1. Is customer service delivery or contract performance actively monitored by you? | Yes | Partially | No |
| 1. Do you have formal strategic planning processes in place? | Yes | Partially | No |
| 1. Are any of your directors or shareholders Prominent Influential People (PIP) or Politically Exposed Persons (PEP)? | Yes | Partially | No |
| 1. Has your company been actively operating as a going concern for more than 5 years? | Yes | 2-5 Years | Less than 2 years |
| 1. Is the company busy with a re-organisational/restructuring process that may impact this transaction? | Yes | Partially | No |
| 1. Are any of your suppliers located in a region where geopolitical risk exposure is high? | Yes | Partially | No |
| 1. Has any current director of the bidder ever served as a director of a company during a period where a Government contract was cancelled? | Yes | Partially | No |
| **Financial Risk** | | | |
| 1. Did you have positive revenue growth in the past three years? | Yes | Partially | No |
| 1. Is the proposed bid price going to be **less than 40%** of your total annual revenue for the previous financial year? | Yes | Partially | No |
| 1. Is the financial health of your company in good standing? | Yes | Partially | No |
| 1. Were your Annual Financial Statement (AFS) unqualified in the last financial year? | Yes | Partially | No |
| 1. Do you have sufficient cash in the bank (2 or more months’ worth of operating cost) to operate under restricted conditions for at least 2 months? | Yes | Partially | No |
| 1. Do you have a clean credit record: No current or pending judgement, adverse listing, business rescue or principal sequestration listing? | Yes | Partially | No |
| **Operational Risk** | | | |
| 1. Do you have operational redundancy (resilience) in terms of technology and energy resources to ensure high availability of services? | Yes | Partially | No |
| 1. Are your dependencies for logistics either fully under your own control **or** managed through supplier performance management contracts? (Choose “Yes” if fully under your own control and “No” for supplier contracts) | Yes | Partially | No |
| 1. Do you have operational procedure standards in place across the organisation, such as change control, release management, access control, incident management, back-up regimes and restore tests, etc? | Yes | Partially | No |
| 1. Do you have human resources management in place, including succession planning and mitigation against key reliance on single individuals? | Yes | Partially | No |
| 1. Do you have sound supply chain processes in place? | Yes | Partially | No |
| 1. Do you have sound third party risk management processes in place (fourth party for SITA)? | Yes | Partially | No |
| 1. Do you have a fully-fledged research and development (R&D) department to ensure continuous improvement? | Yes | Partially | No |
| 1. Do you rely on locally manufactured components or have actively managed the risk relating to lead times or delivery delays? (Choose “Yes” is you rely on locally manufactured components or can actively manage lead times and prevent delivery delays where manufacturing is not local i.e. not in South Africa) | Yes | Partially | No |
| **Governance and Compliance Risk** | | | |
| 1. Do you comply with all legislation, including labour, health and safety regulations? | Yes | Partially | No |
| 1. Do you have the appropriate governance frameworks (Cobit, ITIL, King) in place with due monitoring against set standards? | Yes | Partially | No |
| 1. Do you have an internal audit function compliant with IIA standards (insourced, outsourced or co-sourced) in place? | Yes | Partially | No |
| 1. Do you follow formally documented enterprise risk management processes? | Yes | Partially | No |
| 1. Are all statutory requirements of the entity up to date? Specifically, the following: CIPC Returns, Tax returns, UIF and COIDA. | Yes | Partially | No |
| 1. Do you have comprehensive insurance in place, including cover for assets, business disruption and liability? | Yes | Partially | No |
| **Information Security and Privacy Risk** | | | |
| 1. Are your physical security perimeters appropriately safeguarded? | Yes | Partially | No |
| 1. Do you have video surveillance of areas that will contain SITA information/products? | Yes | Partially | No |
| 1. Do you conduct security and suitability verification of all employees prior to employment? | Yes | Partially | No |
| 1. Do you have identification verification controls in place in all your buildings? | Yes | Partially | No |
| 1. Are your access control protocols verified to be effective by Internal and/or External Auditors? | Yes | Partially | No |
| 1. Do you have Security Information and Events Management (SIEM) processes in place? | Yes | Partially | No |
| 1. Do you have sufficient information security and cyber arrangements in place for employees working from home? | Yes | Partially | No |
| **Reputational Risk** | | | |
| 1. Do you have anti-bribery and corruption, anti-money laundering and fraud prevention practices in place? | Yes | Partially | No |
| 1. Please confirm that neither the company, nor any of its directors has been named in any corruption scandal (choose “Yes” to confirm **not being named** in a corruption scandal) | Yes | Partially | No |
| 1. Do you have a social responsibility programme in place? | Yes | Partially | No |
| 1. Do you have an environmental protection policy, including potential harmful emission or hazardous waste management? | Yes | Partially | No |
| 1. Do you actively manage your organisation’s energy consumption? | Yes | Partially | No |
| 1. Is your employment equity plan up to date and actively managed? | Yes | Partially | No |

## Third Party Risk Management Declaration

* 1. The bidder hereby makes the following declaration and confirm the following information (mark with a “X” in the corresponding column):

| **Statement of Declaration** | **Accept and Confirm** | **Do not accept and Confirm** |
| --- | --- | --- |
| 1. All questions in this assessment were answered accurately. |  |  |
| 1. SITA can request additional supporting documentation, within reason, to confirm the accuracy and completeness of the information provided in this self-assessment. |  |  |

### Declaration of Acceptance

|  |  |  |
| --- | --- | --- |
|  | **Accept all** | **Do not accept all** |
| 1. The bidder declares that all information provided in this assessment is accurate. 2. The bidder understands that any false information may constitute misrepresentation.    1. SITA reserves the right to verify the information provided. 3. By completing the Third-Party Risk Management Assessment the Bidder agrees to provide all reasonable supporting documentation when requested to do so, as well as during contract finalisation as this is a **pre-award condition of this bid.** 4. The bidders understand and agrees that this section will form part of the contract and is legally binding. |  |  |
| **Any additional comments by bidder pertaining to the third-party risk assessment:** | | |

**NOTE: Failing to complete all the questions, or not Accepting the Declaration of Acceptance will lead to disqualification.**