



**Annexure 1: Bid Specification:**

**RFB 2729-2023: Procurement of a vending service provider to supply, install and maintain vending machines for the provision of hot beverages (Coffee, Tea) at SITA Gauteng Buildings for a Period of Three Years (36 Months)**

**TECHNICAL, PRICING AND PREFERENCE POINTS REQUIREMENTS**

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1. INTRODUCTION

# PURPOSE AND BACKGROUND

## PURPOSE

The purpose of this RFB is to invite suppliers (hereinafter referred to as “bidders”) to “Provide services for Hot Beverages (coffee, tea) vending machines at SITA Gauteng Offices for a period of 3 years”.

## BACKGROUND

## Currently SITA does not have a contract with a Vending Service Provider to provide Hot beverages (coffee, tea) items to SITA employees during normal working and afterhours in the SITA Gauteng buildings.

# SCOPE OF BID

## SCOPE OF WORK

1. Vending Machines will only provide Nescafe or similar or better-quality coffee; tea and rooibos tea (incl. individual preference selections e.g. with milk, sugar, extra sugar or without) vending machines will be set accordingly. (Free vending to SITA employees).
2. Dispensing of Hot beverages shall be based on cost per cup basis:

* Each item (coffee, tea and rooibos tea – including preference selections) has to have a per cup cost.
* Hot water has to have a separate cost.
* Cup only has to have a separate cost.

## DELIVERY ADDRESSES:

The Vending Machines shall be delivered, installed and maintained at the following addresses:

|  |  |  |
| --- | --- | --- |
| **#** | **SITA Gauteng Buildings addresses:** | |
|  | Erasmuskloof | 459 Tsitsa Street Erasmuskloof Pretoria |
|  | Centurion | 1 John Vorster Drive Centurion |
|  | Beta | 222 Johannes Ramokhoase Street, Pretoria |
|  | Numerus | 35 Hamilton Street, Arcadia, Pretoria |

## CUSTOMER INFRASTRUCTURE AND ENVIRONMENT REQUIREMENTS

SITA has various offices, as indicated in 1.4 above and vending machines will be situated in boulevard areas & training rooms as per the locations specified in the product requirement table below.

# REQUIREMENTS

## PRODUCT REQUIREMENT TABLE

The bidder shall Supply, Delivery, Install, Commission and Maintain 14 (fourteen) vending machines for hot beverages items for a period of three years (36 months) as indicated below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Building** | **Level** | **vending machines per level** | **Number of vending machines per building** |
|  | Sita Beta | 1 and 2 | 1 machine per level | 2 |
|  | Centurion | 2 and 3 | 1 machine per level | 2 |
|  | Centurion | Minus 1 and 2 | 1 machine per level | 2 |
|  | Centurion | Training centre | 1 machine for training area | 1 |
|  | Erasmuskloof | 1 to 4 | 1 machine per level | 4 |
|  | Erasmuskloof | Apollo | 1 machine for training area | 1 |
|  | Numerus | 1 and 2 | 1 machine per level | 2 |
| **Total number of Vending machines required** | | | | **14** |

## PROJECT AND SERVICES REQUIREMENTS

# The appointed supplier will be required to supply, deliver and install the vending machines as stipulated in the contract within 10 working days of signing the official contract.

# The appointed supplier to refill and maintain stock levels on daily basis.

# The appointed supplier will be expected to maintain all vending machines provided, this includes pest control. (to be included in the cost per cup the tender price)

1. A once off installation, delivery cost, removal cost (at the end of the contract), replenishment cost of items provided in the machines, maintenance, labour, transportation, cost associated with hire of vending machines (if applicable) and call out cost will be included in the monthly rental price of the vending machines and will not be indicated as a separate amount. (Cost to be included in the cost per cup the tender price)
2. SITA will provide electricity and floor space to operate and place machines free of charge.

# Call outs: The appointed supplier to attend to calls logged for defective vending machines within (1) one working day.

# Contact information for logging calls will be displayed on each vending machine and contact person(s) details will be provided.

1. Comprehensive data sheets to indicate opening, replenishment of stock, closing stock must be signed on weekly basis by both the person appointed to fill stock items and the appointed SITA delegate and monthly consumption sheets must be submitted together with the monthly invoice.
2. The appointed supplier must have a three (3) year track record of supplying similar services to previous or current clients and must submit it together with the quotation.
3. The service delivery will be mapped out and monitored by a signed (SLA) Service level agreement between SITA and the appointed supplier(s). The contract to be based on (per cup cost) for hot beverage vending machines.
4. Monitor and enforce contract provision based on the agreed performance standard frame work.

# BID EVALUATION STAGES

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

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

* 1. ADMINISTRATIVE PRE-QUALIFICATION

# ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

## ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION

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

## ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

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

# TECHNICAL MANDATORY REQUIREMENTS

## INSTRUCTION AND EVALUATION CRITERIA

1. The bidder **must comply with ALL the requirements as per section 6.2 below by providing substantiating evidence** in the form of documentation or information, failing which it will be regarded as “NOT COMPLY”.
2. The bidder **must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, SITA reserves the right to treat substantiation evidence that cannot be located in the bid response as “NOT COMPLY”.
3. The bidder **must complete the declaration of compliance** as per section **6.3** below by marking with an “X” either “COMPLY”, or “NOT COMPLY” with ALL of the technical mandatory requirements, failing which it will be regarded as “NOT COMPLY”.
4. The bidder must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS in order for the bid to proceed to the next stage of the evaluation.
5. No URL references or links will be accepted as evidence.

## TECHNICAL MANDATORY REQUIREMENTS

| ***Bidder experience and capability requirements*** | ***Substantiating evidence*** *(used to evaluate bid)* | ***Evidence reference***  *(to be completed by bidder)* |
| --- | --- | --- |
| **1. BIDDER EXPERIENCE**  The bidder must be a certified member of the VASA - Vending Association of South Africa. | Attach to Annexure B a valid copy of documentation (certified / letter) as proof that the bidder is certified as a member of the Vending Association of South Africa (VASA).  **Note**: SITA reserve the right to verify information provided. | <provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.1> |
| **2.** **BIDDER EXPERIENCE**  The bidder must have provided a Hot beverage vending service to two (2) customers in the last three (3) years. | Provide in Annexure B reference details of two (2) customers to whom the Hot beverage vending services were delivered in the last three (3) years.  **Note**: SITA reserve the right to verify information provided. | <provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.2> |

## DECLARATION OF COMPLIANCE

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

* 1. SPECIAL CONDITIONS OF CONTRACT (SCC)

# SPECIAL CONDITIONS OF CONTRACT

## INSTRUCTION

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

## SPECIAL CONDITIONS OF CONTRACT

1. **CONTRACTING CONDITIONS**
   1. **Formal Contract. The Supplier must enter into a formal written Contract (Agreement) with SITA.**
   2. **Right of Award.** SITA reserves the right to award the contract for required goods or services to multiple Suppliers.
   3. **Right to Audit. SITA reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct a financial audit or probity to ascertain whether a qualifying bidder has the financial wherewithal or technical capability to provide the goods and services as required by this tender.**
   4. Each Bidder must PRESENT and will be evaluated on the understanding of the solution requirement and presenting the most fit as follows:

| No | **Functionality that must be demonstrated** | **Evidence and evaluation criteria**  **(will be used to evaluate bid)** | **Comply** | **Do not Comply** |
| --- | --- | --- | --- | --- |
| **1** | **Publishing of Company Profile** | Present a profile of the company, or companies, where joint ventures or partnerships exists. |  |  |
| **2** | **Publishing of Contingency plan** | Demonstrate contingency plan in case of unrest, industrial action, absenteeism etc. |  |  |
| **3** | Publishing of Health and Hygiene or Pest control plan. | Demonstrate to provide a Health and Hygiene or Pest control plan. |  |  |
| **4** | Publishing of Service plan | **Demonstrate a fully worked out daily service plan for all the laid down units needs to accompany the bid refill plan – this must include a month on month meter reading plan.** |  |  |
| **5** | Publishing of Disc or card operated machines | **Demonstrate ability to provide Disc or card operated machines for our training areas will be required from the successful bidder** |  |  |
| **6** | **Publishing of Insurance Plan** | **Demonstrate that the bidder has taken out sufficient insurance, at his own expense, against any claims, costs, loss and/or damage, to enable the bidder to fulfil contractual obligations towards SITA for the duration of this agreement.** |  |  |

1. **DELIVERY ADDRESS.**

The Bidder must supply, delivery, install, commission and provide beverages in all vending machines at all SITA Gauteng offices as indicated in the table below, no later than 10 (ten) working days after Service Level Agreement is agreed upon and signed by both parties:

|  |  |  |
| --- | --- | --- |
| **#** | **SITA Gauteng Buildings addresses:** | |
|  | Erasmuskloof | 459 Tsitsa Street Erasmuskloof Pretoria |
|  | Centurion | 1 John Vorster Drive Centurion |
|  | Beta | 222 Johannes Ramokhoase Street, Pretoria |
|  | Numerus | 35 Hamilton Street, Arcadia, Pretoria |

1. **DELIVERY SCHEDULE**

As per product requirement 3.1 and delivery address 7.2 (2) above

1. **SUPPLIER PERFORMANCE REPORTING**

The Bidder will provide the following reports on a monthly basis;

a) M**eter reading Consumption Report (signed off by both SITA and the service provider)**

b) Monthly Invoices and Statements with access to all historical Invoices

c) Pest control report

d) Call logging report

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

1. **CERTIFICATION, EXPERTISE AND QUALIFICATION**
   1. **The Supplier represents that,** 
      1. **it has the necessary expertise, skill, qualifications and ability to undertake the work required in terms of the Statement of Work or Service Definition and;**
      2. **it is committed to provide the Products or Services; and**
      3. **perform all obligations detailed herein without any interruption to the Customer.**
   2. The Supplier must provide the service in a good and workmanlike manner and in accordance with the practices and high professional standards used in well-managed operations performing services similar to the Services;
   3. The Supplier must perform the Services in the most cost-effective manner consistent with the level of quality and performance as defined in Statement of Work or Service Definition;
2. **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. **PERSONNEL SECURITY CLEARANCE**
   1. **The Supplier personnel who are required to work with GOVERNMENT CLASSIFIED information or access government RESTRICTED areas must be a South African Citizen and at the expense of the Supplier be security vetted (pre-employment screening, criminal record screening and credit screening).**
   2. **The Supplier must ensure that the security clearances of all personnel involved in the Contract remains valid for the period of the contract.**
   3. **The Supplier must provide proof of security vetting.**
4. **CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS**

## **The Supplier, including its management and staff, must before commencement of the Contract, sign a non-disclosure agreement regarding Confidential Information.**

## 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;
  1. 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;
  2. 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;

1. 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 written copy of the proposed public statement or pre-release to the other Party and obtaining the Party's prior written approval for such public statement or press release, which consent must not unreasonably be withheld.
2. **GUARANTEE AND WARRANTIES****.** The Supplier warrants that:

## The warranty of goods supplied under this contract remains valid for thirty-six (36) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract;

## 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;

## 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;

## during the Warranty period any defective item or part component of the Product be repaired or replaced within 3 (three) days after receiving a written notice from SITA;

## the Products is maintained during its Warranty Period at no expense to SITA;

## the Product possesses all material functions and features required for SITA’s Operational Requirements;

## the Product remains connected or Service is continued during the term of the Contract;

## 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;

## 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;

## any Product sold to SITA after the Commencement Date of the Contract remains free from any lien, pledge, encumbrance or security interest;

## 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;

## the information disclosed to SITA does not contain any trade secrets of any third party, unless disclosure is permitted by such third party;

## 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;

## it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into the Contract;

## 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

## any misrepresentation by the Supplier amounts to a breach of Contract.

1. **INTELLECTUAL PROPERTY RIGHTS**

## 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.

## 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.

## SITA, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.

## 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.

## Provide SITA with the compliant safety file.

1. **COUNTER CONDITIONS**

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

1. **FRONTING**

(a) The SITA supports the spirit of Broad Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the SITA any form of fronting.

(b) The SITA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies SITA may have against the bidder/contractor concerned.

1. **BUSINESS CONTINUITY AND DISASTER RECOVERY PLANS**

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

# SUPPLIER DUE DILIGENCE

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

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

## DECLARATION OF COMPLIANCE

|  | **ACCEPT ALL** | **DO NOT ACCEPT ALL** |
| --- | --- | --- |
| 1. The bidder declares to ACCEPT ALL the Special Condition of Contract as specified in section 7.2 above by indicating with an “X” in the “ACCEPT ALL” column, OR 2. The bidder declares to NOT ACCEPT ALL the Special Conditions of Contract as specified in section 7.2 above by -    1. Indicating with an “X” in the “DO NOT ACCEPT ALL” column, and;    2. Provide reason and proposal for each of the conditions that is not accepted. |  |  |
| **Comments by bidder:**  Provide reason and proposal for each of the conditions not accepted as per the format:  Condition Reference:  Reason:  Proposal: | | |

* 1. COSTING AND PREFERENCE

# COSTING AND PREFERENCE

## COSTING AND PREFERENCE EVALUATION

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

**Table: Points allocation**

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

## COSTING AND PRICING CONDITIONS

1. **SOUTH AFRICAN PRICING**

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

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

## DECLARATION OF ACCEPTANCE

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

## PREFERENCE REQUIREMENTS

## INSTRUCTION AND POINT ALLOCATION

1. **The bidder must complete in full all the PREFERENCE requirements.**
2. **Allocation of points per requirements:** The points allocation of bidders’ responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence.
3. Points will be allocated for each **PREFERENCE requirement** as per the criteria set in each section in the **table 1** below.
4. **The bidder must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, SITA reserves the right to treat substantiation evidence that cannot be located in the bid response, as “NOT COMPLY”. The evidence needs to be attached to **ANNEX B**.
5. **Preference Goal Requirements:**
   1. The applicable Preference Point system for this tender and points claimed is **80/20.**
   2. The specific Preferential Goal Requirements for this tender is indicated in **table 1** below.
   3. The Bidder must complete the **80/20** preference point system and submit proof or documentation required in terms of this tender.
   4. The Bidder **must** indicate their commitment to claim points for each of the preference points **by signing at par. 4.5 in the Invitation to Bid document**.
   5. Failure on the part of a bidder to submit proof or documentation required or to comply to paragraph (d) above in terms of this tender to claim preference points for the **Preference Goal Requirements** for this tender, will be interpreted to mean that preference points are not claimed.
   6. Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim preference points for the **Preference Goal Requirements** for this tender, will be interpreted to mean that preference points are not claimed.
   7. The Bidder’s **commitment** for the **Preference Goal Requirements** in this tender will be **legally binding** and the Bidder needs to **perform against their commitment** for the duration of the contract which will form part of the Contractual Agreement.
   8. The Bidder **must sustain, or improve** the company’s BBBEE Level for the duration of the contact which will form part of the Contractual Agreement.
   9. **Performance of Preference Goal Requirements will be determined annually**. Bidders must submit their Preference status report indicating progress against the Bidder’s Preferential commitments within 30 days of the yearly anniversary of the contract.
   10. Bidders need to keep auditable substantive records / evidence and upon request by **SITA** must be made available for audit and, or due diligence purposes.
   11. **SITA reserves the right** **to** require from a Bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim with regards to preferences, in any manner required by SITA.
   12. **SITA reserves the right to** verify information / evidence provided by the Bidder.
   13. **SITA reserves the right to** introduce a **penalty of 1%** of the overall annual year spent by **SITA** for the prior year if the Bidder fails to comply to **paragraphs (f), (g) and (h) above.**

**Table 1: Preference Goal Requirements**

| **Preferential Goal Requirements** | **Preferential Goal Requirements for (80/20) system** | | |
| --- | --- | --- | --- |
| **Preferential Goal Requirements allocated for this tender** | **Number of points allocated (80/20) system (To be completed by the organ of state)** | **Substantiating evidence and evidence reference to be completed by bidder.** Evaluation per requirement: Each requirement indicated in the tables below must be completed and points will be allocated based on the evidence required below for the **(80/20) system** | **Evidence reference for the  (80/20) system** |
| **BBBEE:** | **10,0** |  | |
| **BBBEE Requirements**  Promotion of Transformational Objectives. | 10,0 | **Evidence:** The Bidder must provide a copy of relevant evidence for the Preferential Goal points which the Bidder qualifies for.  **Points allocation:** Points will be allocated in line with the BBBEE table 2 in section 8.4.1. | <provide unique reference to substantiating evidence in the bid response – Annex B, section 11> |
| **Specific Goals:** | **10,0** |  | |
| The promotion of enterprises located in Gauteng **specific province** for work to be done, or services to be rendered in that province; | 10,0 | **Evidence:** The Bidder must provide a copy of relevant proof that the enterprise is located within Gauteng Province.  **Points allocation:** 0 points = enterprises located outside Gauteng Province  10 points = enterprises located within Gauteng Province | <provide unique reference to substantiating evidence in the bid response – Annex B, section 11> |
| **Total Point Allocation:** | **20,0** |  | |

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

| **B-BBEE Status Level of Contributor** | **Number of points**  **(80/20 system)** |
| --- | --- |
| **Max # Points allocated for BBBEE as part of Total Points allocated** | **10** |
| 1 | 10 |
| 2 | 9 |
| 3 | 6 |
| 4 | 5 |
| 5 | 4 |
| 6 | 3 |
| 7 | 2 |
| 8 | 1 |
| Non-compliant contributor | 0 |

* 1. Terms and definitions

# ABBREVIATIONS

B-BBEE Broad-Based Black Economic Empowerment

CCP Critical Control Points

CSD Central Supplier Database

EME Exempt Micro Enterprise

FM Facilities Management

HACCP Hazard Analysis Critical Control Points

ICT Information and Communication Technology

ISO/IEC General Quality Standards, ISO9001

NAMC National Agriculture Marketing Council

POC Proof of Concept

PPE Personal Protective Equipment

PPPFA Preferential Procurement Policy Framework Act

QSE Qualifying Small Enterprise

SCC Special Conditions of Contract

SITA State Information Technology Agency

SMME Small, medium and micro-enterprises

SSA State Security Agency

VAT Value Added Tax

ZAR South African Rand

1. BIDDER SUBSTANTIATING EVIDENCE

# MANDATORY REQUIREMENT EVIDENCE

## ****BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS****

# Attach a valid cop of documentation (certificate/ letter) as proof of certification as a member of the Vending Association of South Africa (VASA).

## BIDDER EXPERIENCE AND CAPABILITIES

Complete table below, noting that:

1. Provide references from at least two (2) customers to whom the hot beverage vending services were delivered in the last three (3) years.
2. Scope of work must be related.

**Table 1: References**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No** | **Company name** | **Reference Person Name, Tel and/or email** | **Project Scope of work** | **Project Start and End-date** |
| 1 | <Company name> | <Person Name>  <Tel>  <email> | < Provide the details of the scope for hot beverage vending machines provided> | Start Date:  End Date: |
| 2 | <Company name> | <Person Name>  <Tel>  <email> | < Provide the details of the scope for hot beverage vending machines provided> | Start Date:  End Date: |

# PREFERENTIAL GOAL REQUIREMENTS

The Bidder **must**:

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

**and,**

Provide a copy of proof that the company is located within the Gauteng Province as set out in **Table 1 in Section 8.4.1** and **attach it here**.

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

**NOTE (1):**

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