



**Annexure 1: Bid Specification: RFB 3131-2025: REQUEST FOR BID FOR THE ACQUISITION OF SUITABLE OFFICE SPACE FOR SITA EAST LONDON THROUGH AN OPERATING LEASE AGREEMENT FOR A PERIOD OF FIVE (5) YEARS**

**TECHNICAL, PRICING AND PREFERENCE POINTS REQUIREMENTS**

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# Introduction

# 1.1 Purpose

The purpose of the **Request for Bid (RFB)** is to invite Suppliers (hereinafter referred to as “bidders”) to submit bids for the “Supply of office space for SITA East London Office for a period of five (05) years.

# 1.2 Background

In line with the provisions of the Public Finance Management Act and SITA SCM policy, SITA requires to secure a suitable corporate office space for the SITA East London Office for a period of five (5) years.

In line with the SITA employee wellness policies to be an employer of choice, corporate office space must ensure and promote the following principles:

a) Good Hygiene standards.

b) Ergonomics.

c) Safety and security; and

d) Disability friendly.

# Scope of Bid

## Scope of Work

1. Commercial office space to lease for a period of 5 years is required.
2. Size of the office area must be approximately 700m2; (an area of between 650-800sqm will be accepted).
3. Total of 35 covered parking bays are required (including 2 disabled parking bays).

## Delivery address

SITA East London Office.

## Corporate Office space requirements

Approximately 700m² corporate office space (an area of between 650-800sqm will be accepted) with total of 35 covered bays (including 2 disabled parking bays) for SITA, clients and personnel vehicles. Spatial requirement as defined in terms of approved spatial optimisation norms.

# Requirements

## Technical and Functional requirements

1. **Minimum building grading requirements shall be a B to A:**

**Grade A:**

The Property Owners Association (SAPOA) defines A-grade office space as office space generally, not older than 15 years, or which has had a major renovation if older than 15 years, has high quality modern finishes, air-conditioning and adequate Covered Parking onsite.

**Grade B:**

Older buildings with accommodation and finish close to modern standards as a result of refurbishments, with air-conditioning and onsite Covered Parking.

1. **Construction and appearance of the building:**

The design, construction and appearance of the building, including the internal and external finishes shall be of a standard acceptable to SITA. The building must comply with the National Building Regulations as proclaimed by the National Building Regulations and Building Standards Act as well as the Occupational Health and Safety Act 1993 (Act 85 of 1993) as amended.

1. **Access by disabled persons to the premises must be offered:**

Bidders are to note that accessibility by disabled persons to the premises offered is a strict requirement and condition of bid. Persons in wheelchairs must be able to access all areas of the premises offered and to this end, at least one entrance to the building must be equipped with permanent access ramps and at least one set of toilet facilities must be accessible by and be equipped for the use of persons in wheelchairs.

Where the accommodation offered is in a multi-storey building, each floor of accommodation offered must be serviced by one or more elevators.

In the Covered Parking facilities offered there must be provision made for at least one Covered Parking Bay suitable for the use of disabled persons, the location, size etc., of the designated Covered Parking Bay being in accordance with the National Building Regulations.

In addition, adequate permanent sign posting is to be displayed relevant to the location of access, toilet facilities, etc., for the use of disabled persons.

1. **The Bidder must provide the following equipment at own cost and the services should be linked to the SITA accommodation:**
2. All Electrical installations must comply with the minimum standards and the Bidder must provide a COC (Certificate of Compliance) before SITA will take occupation.
3. All Mechanical building installations including the Air-Conditioning system and lifts will be maintained/ upgraded and replaced by the Bidder (Air conditioning / lifts).
4. The bidder must ensure that all requirements in the Special Conditions of Contracts have been reviewed and complied with.
5. **Tenant installation (TI)**

The Bidder must offer a tenant installation contribution.

The bidder must cover the following minimum requirements under the TI and must execute the TI on behalf of SITA:

1. Flooring.
2. Painting.
3. Ceilings.
4. Blinds / window covers.
5. Office Partition / Reconfiguration.
6. Electrical repairs, replacement and general building maintenance.

## Service Elements

As defined in the Technical and Technical Functionality requirements.

# Bid Evaluation Stages

1. The bid evaluation process consists of six (6) stages, according to the nature of the bid.
2. 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 Requirements | YES |
| Stage 3 | Technical Functional Requirements | YES |
| Stage 4 | Proof of Concept (Site inspection) Requirements | YES |
| Stage 5 | Special Conditions of Contract verification | YES |
| Stage 6 | Costing and Preference Evaluation | YES |

## Mandatory Administrative responsiveness (Stage 1)

### Attendance of briefing session

1. A **Non-Compulsory Virtual briefing session will be held on 14 August 2025.**
2. **Time: 11:00am-13:30pm. Link below:** [**Join the meeting now**](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NzY3YTAwNDAtNmQ5Ny00YTM4LWExMGQtNzRjYzJmNTNkZjY4%40thread.v2/0?context=%7b%22Tid%22%3a%2248cd5724-88c7-48c3-a665-945436edd7fc%22%2c%22Oid%22%3a%228c4e68f8-6e1b-45a7-889b-4bbbbbde4d52%22%7d). The bidder must sign the briefing session attendance register using the same information (bidder company name, bidder representative person name and contact details) as submitted in the bidder’s response document.

### 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.

### 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. Two (2) electronic copies 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. Two (2) electronic copies 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 to take note that they may submit bid proposals for more than one building. Each bid proposal will be evaluated on its own merit.**
10. 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.**
11. 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.
12. 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

|  | **Mandatory Requirements** | **Substantiating evidence of compliance (used to evaluate bid)** | **Evidence reference (to be completed by bidder)** |
| --- | --- | --- | --- |
| **1** | **Bidder Certification/ Affiliation Requirements** | | |
| **1.1** | **Approved building plans**  In terms of the technical requirements listed in section 2.1 Scope of bid, the bidders must have the following:   1. Corporate office space of between 650 m² and 800m² plus a total of thirty-five (35) covered parking bays (including 2 disabled parking bays). | Attach to **Annex A,** a valid copy/copies of approved building plans confirming an office space of between 650 m² and 800m² plus a total of thirty-five (35) covered parking bays (including 2 disabled parking bays).  **NOTE (1):**  SITA reserves the right to verify information provided. | <provide unique reference to locate substantiating evidence in the bid response – **see Annex A 5.1. (a)**> |
| **1.2** | **Building Grade**  Minimum office grading requirements must be grade B to a maximum of grade A. | Attach to **Annex A** the following documentation to indicate compliance to the minimum office grading requirements:   * + - 1. Valid building grading certification,   **OR**   * + - 1. A letter issued by SAPOA,   **OR** any other approved Property Authority.  **NOTE (1):**  SITA reserves the right to verify information provided. | <provide unique reference to locate substantiating evidence in the bid response – **see Annex A 5.1. (b)**> |
| **1.3** | **Building Ownership Requirements**  The Bidder to provide one of the following documentation to comply to the Building Ownership requirements.  The bidder must be the registered owner of the building;  **OR**  Appointed as a managing agent/proxy of the registered owner;  **OR**  Granted approval to sublet by the registered owner. | The Bidder to attach to **Annex A** one of the following documentation to comply to the Building Ownership requirements:  **Registered owner of the building:**  Valid copy of proof of ownership of the building (Title deed);  **OR**  **Appointed as a managing agent/proxy of the registered owner:**  A valid contract or appointment letter to manage the building on behalf of the owner;  **OR**  **Granted approval to sublet by the registered owner:**  Approval letter/document from the owner to sublet the property.  **NOTE (1):**  SITA reserves the right to verify information provided. | <provide unique reference to locate substantiating evidence in the bid response – **see Annex A 5.1. (c)**> |
| **2** | **Special Conditions of Contract** | | |
| **2.1** | 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 5.2**> |

### Technical Functionality evaluation Requirements (Stage 3)

1. The bidder must complete in full all the TECHNICAL FUNCTIONALITY requirements.
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 evaluation (scoring) of bidders’ responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence.

**Table 3:** Technical Functionality Evaluating Rating Scale

| **Evaluation criteria (Description)** |
| --- |
| **Refer to the relevant Evaluation Score for each section in table 5 below.** |

1. **Weighting of requirements:** The score for the desktop evaluation of TECHNICAL FUNCTIONALITY REQUIREMENTS will be calculated as follow:

**Table 4:** Technical Functionality Weighting Requirements

| **No.** | **Technical Functionality Requirements** | **Weighting** |
| --- | --- | --- |
| 1. | Location of the property required | 20% |
| 2. | Suitability of the office space offered | 20% |
| 3. | Building requirements | 60% |
| **TOTAL** | | **100%** |

The value scored for each requirement will be multiplied with the specified weighting for the relevant requirement to obtain the percentage achieved for each requirement.

1. **Minimum threshold.** To be eligible to proceed to the next stage of the evaluation the bid must achieve a **minimum threshold score of 76%.**
2. Each Bidder will be evaluated on each individual requirement as indicated in the **Table 5** below.

**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:**

SITA reserves the right to verify the information provided.

**Note (3):**

Failure to meet the minimum functional requirements will result in disqualification.

| **Table 5:** Technical Functionality Requirements | | | |
| --- | --- | --- | --- |
| ***TECHNICAL FUNCTIOINALTY REQUIREMENTS*** | ***Substantiating evidence of compliance***  *(used to evaluate bid)* | **Weighting** | ***Evidence reference*** |
| 1. **LOCATION OF THE PROPERTY REQUIRED**   The Location of the property must comply with the following **Core Functional Requirements**:   1. Must be located not more than 10km from Beacon Bay Crossing (-32.951301157327165, 27.928745290469834) 2. Public transport accessibility; **and** 3. Office near other office parks/building; **and** 4. Accessibility to public amenities (cafeteria or shops) in the absence of catering facilities.   **NOTE (1):**  **Minimum Requirement:**  The bidder should meet the Core Functional requirements (a, b, c and d). | **Evidence**   * 1. Bidder to submit a locality map of the proposed building clearly indicating relationship with the location requirements.   ***Evaluation:***  0 = No information provided requirements or does not meet minimum requirements  5= Meets minimum requirements  **NOTE (1):**  Failure to meet the minimum **Core Functional requirements** will result in disqualification. | 20% | <provide unique reference to locate substantiating evidence in the bid response – **see Annex A 5.3**> |
| 1. **SUITABILITY OF THE OFFICE SPACE OFFERED** 2. The Bidder must ensure space suitability to accommodate open plan workstations with a separate entrance and reception area for SITA.   **(Core Functional Requirement)**  **NOTE (1):**  **Minimum Requirement:**  The bidder should meet the Core Functional requirements (a). | **Evidence**  Bidder to submit a drawing layout indicating the open plan workstations with a separate entrance and reception entrance for SITA.  ***Evaluation:***  0 = No information provided requirements or does not meet minimum requirements  5= Meets minimum requirements  **NOTE (1):**  Failure to meet the minimum functional requirements will result in disqualification. | 20% | <provide unique reference to locate substantiating evidence in the bid response – **see Annex A 5.3**> |
| 1. **BUILDING REQUIREMENTS**   The Bidder’s building must:   1. Be fully air conditioned with an ambient temperature of 22oC and variance of 5oC.   **(Core Functional Requirement)**   1. Be equipped with a backup generator power.   **(Core Functional requirement)**   1. Be in a secured environment by providing a perimeter fence/wall and security gate.   **(Core Functional Requirement)**   1. Be accessible to people with disabilities (ramps and elevators for multi-storey building).   **(Core Functional Requirement)**   1. Have ablution facilities for people with disability.   **(Core Functional Requirement)**   1. Electrical certificates of compliance   **(Core Functional Requirement)**   1. Plumbing certificates of compliance   **(Core Functional Requirement)**   1. Certificate of Occupancy:   **(Non-Core Functional Requirement)**   1. Back up water supply   **(Non-Core Functional Requirement)**  **NOTE (1):**  **Minimum Requirements:**  The Bidder must meet at least **all** the **Core Functional requirements** (a, b, c, d, e, f, and g). | **Evidence**  The Bidder to provide the following as proof of compliance:   1. The latest maintenance report by a certified HVAC contractor. 2. The latest maintenance generator report by a certified electrical contractor not older than 6 from the closing date of the RFB 3. Provide documented evidence as proof of a perimeter fence/wall and security gate. 4. A copy of the building layout clearly showing ramps and elevators for multi-storey building for accessibility to people with disabilities. 5. A copy of the building layout clearly showing ablution facilities for people with disability. 6. Valid COC for electrical – issued by a certified electrical contractor. 7. Valid COC for plumbing- issued by a /certified/ licensed plumber 8. Certificate of Occupancy 9. Documentation or plan demonstrating the existence and functionality or plan of a system designed to provide water during outages from the primary municipal supply.     **Evaluation*:***  0=No information provided requirements  3= Meets minimum requirements  5=Exceeds minimum requirements  **NOTE (1):**  **Core Functional Requirements:**  (a), (b), (c), (d), (e), (f) and (g).  **NOTE (2):**  Failure to meet the minimum Core Functional requirements will result in disqualification. | 60% | <provide unique reference to locate substantiating evidence in the bid response – **see Annex A 5.3**> |

### Proof of Concept (Site Inspection) Requirements (Stage 4)

* + - 1. Only those bids that successfully passed all the previous evaluation stages will progress to this evaluation stage, namely **Proof of Concept (Site Inspection) requirements.**
      2. A Proof of Concept Site Inspection will be conducted at the Bidder’s site.
      3. The evaluation panel may request demonstration or explanation regarding any or all aspect of the technical Functionality requirements.
      4. Presentation and Demonstration information will be provided by the Bidder at the Proof of Concept (Site Inspection) session at the Bidder’s site.

**Table 6:** Proof of Concept (Site Inspection) requirements

| **Evaluation criteria (Description)** |
| --- |
| **Refer to the relevant Evaluation Score for each section in table 8 below.** |

* + - 1. Weighting of requirements: The score for the Proof of Concept (Site Inspection) requirements will be calculated as follow:

**Table 7:** Proof of Concept (Site Inspection) requirements Weightings requirements

| **No.** | **Proof of Concept (Site Inspection) requirements** | **Weighting** |
| --- | --- | --- |
| 1. | Location of the property required | 20% |
| 2. | Suitability of the office space offered | 20% |
| 3. | Building requirements | 60% |
| **TOTAL** | |  |

* + - 1. The value scored for each requirement will be multiplied with the specified weighting for the relevant requirement to obtain the percentage achieved for each requirement.
      2. **Minimum threshold**: To be eligible to proceed to the next stage of the evaluation the bid **must achieve a minimum threshold score of 76%**.
      3. Each Bidder will be evaluated on each individual requirement as indicated in the **Table 8** below.
      4. **Minimum threshold.** These individual scores will be converted to a cumulative percentage and only those bidders that have met or exceeded the **minimum threshold of 76% (cumulative) out of a total of 100%** will proceed to the next evaluation stage.

**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:**

SITA reserves the right to verify the information provided.

**Note (3):**

Failure to meet the minimum Proof of Concept (Demonstration) – Site Inspection Requirements will result in disqualification.

| **Table 8:** Proof of Concept (Demonstration) – Site Inspection Requirements | | | |
| --- | --- | --- | --- |
| ***Proof of Concept (Site Inspection) Requirements*** | ***Substantiating evidence of compliance***  *(used to evaluate bid)* | **Weighting** | ***Evidence reference*** |
| 1. **LOCATION OF THE PROPERTY REQUIRED**   The Location of the property must comply with the following **Core Functional Requirements**:   1. Must be located not more than 10km from Beacon Bay Crossing (-32.951301157327165, 27.928745290469834) 2. Public transport accessibility; **and** 3. Office near other office parks/building; **and** 4. Accessibility to public amenities (cafeteria or shops) in the absence of catering facilities.   **NOTE (1):**  **Minimum Requirement:**  The bidder should meet the Core Functional requirements (a, b, c and d). | **Evidence**  During the site inspection the Bidder will be required to demonstrate that the proposed building complies with the location requirements.  ***Evaluation:***  0 = No information provided requirements or does not meet minimum requirements  5= Meets minimum requirements  **NOTE (1):**  Failure to meet the minimum **Core Functional requirements** will result in disqualification. | 20% | <Presentation and Demonstration information will be provided by the Bidder at the Proof of ConceptDemonstration session at the Site Inspection at the Bidder’s site – **see Annex A 5.4**> |
| 1. **SUITABILITY OF THE OFFICE SPACE OFFERED**   The Bidder must ensure space suitability to accommodate open plan workstations with a separate entrance and reception area for SITA.  **(Core Functional Requirement)**  **NOTE (1):**  **Minimum Requirement:**  The bidder should meet the Core Functional requirements (a). | **Evidence**  During the site inspection the Bidder will be required to demonstrate compliance with the suitability of the office space offered requirements.  ***Evaluation:***  0 = No information provided requirements or does not meet minimum requirements  5= Meets minimum requirements  **NOTE (1):**  Failure to meet the minimum functional requirements will result in disqualification. | 20% | <Presentation and Demonstration information will be provided by the Bidder at the Proof of ConceptDemonstration session at the Site Inspection at the Bidder’s site – **see Annex A 5.4**> |
| **3. BUILDING REQUIREMENTS**  The Bidder’s building must:   1. Be fully air conditioned with an ambient temperature of 22oC and variance of 5oC.   **(Core Functional Requirement)**   1. Be equipped with a backup generator power.   **(Core Functional requirement)**   1. Be in a secured environment by providing a perimeter fence/wall and security gate.   **(Core Functional Requirement)**   1. Be accessible to people with disabilities (ramps and elevators for multi-storey building).   **(Core Functional Requirement)**   1. Have ablution facilities for people with disability.   **(Core Functional Requirement)**   1. Electrical certificates of compliance   **(Core Functional Requirement)**   1. Plumbing certificates of compliance   **(Core Functional Requirement)**   1. Certificate of Occupancy:   **(Non-Core Functional Requirement)**  **NOTE (1):**  **Minimum Requirements:**  The Bidder must meet at least **all** the **Core Functional requirements** (a, b, c, d, e, f, and g). | **Evidence**  During the site inspection the Bidder will be required to demonstrate compliance with the following building requirements:   1. The latest maintenance report by a certified HVAC contractor.   The latest maintenance generator report by a certified electrical contractor not older than 6 from the closing date of the RFB   1. Provide documented evidence as proof of a perimeter fence/wall and security gate. 2. A copy of the building layout clearly showing ramps and elevators for multi-storey building for accessibility to people with disabilities. 3. A copy of the building layout clearly showing ablution facilities for people with disability. 4. Valid COC for electrical – issued by a certified electrical contractor. 5. Valid COC for plumbing- issued by a /certified/ licensed plumber 6. Certificate of Occupancy   **Evaluation*:***  0=No information provided requirements  3= Meets minimum requirements  5=Exceeds minimum requirements  **NOTE (1):**  **Core Functional Requirements:**  (a), (b), (c),(d), (e), (f) and (g).  **NOTE (2):**  Failure to meet the minimum Core Functional requirements will result in disqualification. | 60% | <Presentation and Demonstration information will be provided by the Bidder at the Proof of ConceptDemonstration session at the Site Inspection at the Bidder’s site – **see Annex A 5.4**> |

## Special Conditions of Contract Verification (Stage 5)

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.

#### Delivery Address

1. SITA East London Office.

#### Annual Price adjustment:

The actual annual adjustment will be applied using the Average Consumer Price Index (CPI) headline year-on-year rates).

The actual annual adjustment will be calculated after the first year from the contract commencement date by applying the previous year’s CPI headline year-on-year monthly average for 12 months from the starting date of the contract which will be applied for the following year.

This adjustment will also be calculated on the same basis annually for the duration of the contract period.

#### Tenant installation by the Landlord

* 1. The Landlord must offer a Tenant installation allowance (TI). This is a financial contribution from the landlord to assist the tenant with the fit-out of the premises for base building items such as flooring, walls, painting and ceilings.
  2. The value of the TI and length of Beneficial Occupation (BO) will depend on the amount of work that is required, as well as the monthly rental amount and the length of the lease. The longer the lease and the higher the rent, the greater the value the TI/BO should be.
  3. The Tenant will submit their requirements to the Landlord, who will then get the contractors to complete the work and settle the account directly.

#### Beneficial occupation offered by the Landlord

* 1. The Landlord must offer a beneficial occupation period which is a rent-free period, normally given a month prior to a lease commencing that enables the tenant to have access to the premises for the purpose of fit-out (setting up the premises to their needs and requirements).
  2. Tenants are not allowed to operate during the beneficial occupation period, unless the landlord has given them special consent. If agreed by both the landlord and the tenant – the tenant may start operating during this period but will be billed on a pro-rata basis for water, electricity and any other consumables pertaining to these premises.  No rent is paid during the beneficial occupation period.

#### Landlord’s standard offer

1. Open plan office with basic carpet;
2. Suspended ceiling;
3. Standard lighting;
4. Raised floor (As may be required for server rooms)
5. Air conditioning and ventilation;
6. Floor cable boxes (one for every 10 m2);
7. Power cables;
8. Standard entrance door;
9. Fully fitted sanitary facilities;
10. Cupboards in kitchenette;
11. Fire detectors/ sprinklers; and
12. Area for Tenant signage at the entrance;
13. Premises to be equipped with a backup generator power.

#### Landlord to maintain the following

1. All HVAC (Heating, Ventilation, Air-conditioning and Cooling Systems);
2. Ambient temperatures of 22°C (variance of 5°C up or down) must be obtained at all

Times;

1. All Electrical DB boards and electrical reticulation;
2. All lifts;
3. All entrance, roller shutter or rotating doors;
4. All landlord’s access control systems
5. All plumbing services;
6. Fire suppression, detection and sprinklers systems;
7. All Fire extinguishers and fire hoses;
8. All external window / glazing;
9. Common area cleaning, hygiene, pest control and landscaping services;
10. Light fittings and ballasts;
11. Structural damage;
12. Waterproofing;
13. Service and Maintenance of the backup generator.

#### Parking requirement

A covered parking is the main requirement in the premises; however if the bidder does not have thirty-five (35) covered parking bays readily available, the landlord must ensure that the same is installed within a period of three months at own costs.

#### Energy saving devices

1. The Landlord must provide Energy Savings Devices including the following:
2. A timer switch should be installed to the ablution and kitchen facilities to save electricity.
3. The toilet facilities and kitchenette areas should have an adequate size geyser connected to each basin.

#### Water supply

1. A constant water pressure of 2 Bar to the premises to be maintained. Provision should be made for the water supply to the boulevard/kitchenette/ cafeteria areas for additional water points for any vending machines and water coolers as per requirement – separate in line shut off valves to be supplied.
2. The Landlord must provide contingency measures (capacity of back-up water tanks) or must confirm what will be implemented in the event of disaster/water supply disruptions from main sources. These tanks must be equipped with the necessary diesel pumps to distribute water.
3. The water supply to the leased premises should be measured separately.

#### Power supply

1. There must be constant power supply to the premises/ building measured separately.
2. Power factor correction equipment should be installed.
3. The bidder must provide the current approved electrical layout plans by the Local Authority.
4. The bidder must provide a photo of the electricity meter complete with the meter number or confirmation letter or utility bill from the Local Municipality.
5. Sufficient power supply must be available to increase demand in peak times, up to 20% of normal use.
6. SITA will not contribute to any upgrading / provisioning of additional power supply to the building / premises.
7. Standby / Emergency / Uninterrupted power supply must be available for least 3- 4 hours.

#### Power points

1. For each person/work station, two dedicated power points should be installed and maximum of 5 x people allocated to a single 20 Amp circuit breaker in appropriate and neat cable trays to accommodate SITA standard open plan work stations.
2. 15 Amp socket outlets in passages, communal, working areas must be provided separately from SITA’s main operational areas, for cleaning and maintenance purposes, with a minimum distance of 15 m apart.
3. Provision should be made for 3 phase electricity as required in the cafeteria area if applicable.
4. The building must have sufficient lightning protection. The bidder must provide a certificate issued by a registered Installation electrician (3 Phase).

#### Lights

1. All interior lighting must be designed/installed to conform to SABS 0114-1:2008 standards and certified by an electrical engineer. The bidder must provide the current lighting design layout (building plan).
2. The required valid Municipal certificates must be provided.
3. Minimum lux levels: reception 300L, General office 300-400 LUX and Covered Parking 200 L. The lights must have functional occupancies sensors.
4. The maintenance and replacement of all lights and lamps is the responsibility of the landlord. The replacement should be done within 24 hours after a call is logged.

#### Fire suppression and detection system

1. A Fire suppression equipment Inspection Bureau report must be submitted and continuous maintenance of the installations and equipment will be the responsibility of the landlord for the duration of the lease period.
2. The necessary evacuation routes / signage should be provided in accordance with the inspection report.
3. The bidder must service the fire extinguishers, fire hoses and or any fire booster in the premises on an annual basis at his cost.

#### Fire protection / Risk management/ Evacuation routes requirements

1. Fire control, safety and risk management must be in full compliance with the National Building Regulations- SANS 10040 and records kept on file at all times.

#### Lift

1. Lift/s to be able to transport minimum 8 persons or goods with a payload of 1000 kg.
2. Lift/s must be big enough to accommodate a wheelchair and if the building has basement/s, the lift must also serve those areas.
3. Lift maintenance / upgrades / statutory inspection will be the responsibility of the Landlord.
4. Provision should be made for people to access their workstations in the event of the vertical transport system malfunctions.
5. Lifts, Hoists & Escalators to consider rules TT45 to TT48 as prescribed in the SA Standard Code of Practice for National Building Regulations.
6. The bidder must provide a copy of the latest quarterly schedule rope testing certificate in terms of the Machinery Act issued by a certified lift inspector.

#### Disabled access

1. Access for disabled people is required to and from all access and exit points off the offices.
2. The appointed bidder must ensure that the 35 parking Bays (2 disabled parking bays) are clearly marked.
3. Access to the building must have ramps for disabled community.

#### Building occupation

1. The building/premises must be fit for occupation as certified by the Local Authority in terms of SANS 10400. The owner/representative to present a valid copy of certificate of occupation. If the building is under construction, the owner/representative to still present the copy of certificate of occupation of the building prior occupation.

#### Heating, Ventilation and Air-conditioning requirements

1. The premises must be fully air-conditioned according to SANS requirements. The owner/representative to present within 30 days of awarding the tender; a valid copy of mechanical certificate of compliance confirming the current state of HVAC installation.

#### Ablution facilities requirements

The premises must provide fully functional ablution facilities including for people with disability according to SANS requirements.

#### Services and Performance Metrics

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

| **SBS** | **Service Element** | **Service Grade** | **Service Level** |
| --- | --- | --- | --- |
|  | Electrical / Mechanical / Civil | Platinum | 24h x 7days x 52weeks |
|  | Water supply | Normal | 24h x 7days x 52weeks |
|  | Lifts (where applicable) | Normal | Maximum 2 hours to respond |

#### 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 quality and professional services in accordance with the building industry practices, regulations and standards.
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;
   1. **Electrical Work**. The bidder must ensure that Electrical Work is performed as prescribed by the Occupation Health and Safety Act (Act 85 of 1993 as amended), Electrical Regulations 2009, including,
      1. The bidder’s electrical contractor must be registered with the Department of Labour as an Electrical Contractor;
      2. The standard of work conforms to SABS SANS 10142-1: The code of practice for wiring of premises; and
      3. Any Electrical installation or alteration is certified after completion of work by means of a Certificate of Compliance issued by an Installation Electrician.
      4. The bidder must provide a certificate issued by a registered Installation Electrician (3 Phase) as proof of installation for all future upgrades or alteration.
   2. **Heating, Ventilation and Air Conditioning (HVAC) work.** The bidder must ensure the HVAC work is performed as prescribed by the Occupation Health and Safety Act (Act 85 of 1993 as amended), Pressure Equipment Regulations, including,
      1. The bidder contractors must be registered at the South African Qualification and Certification Committee (SAQCC) as a Refrigerant Gas Practitioner; and
      2. The installation, repair, maintenance or modification to HVAC equipment is performed by a Refrigerant Gas Practitioner in accordance with Pressure Equipment Regulation.
      3. The bidder must provide a certificate issued by a certified engineer as proof of 3 phase installation for all future upgrades or alterations.
      4. The bidder must also provide a maintenance agreement for the duration of this contract.
   3. **Original Equipment Manufacturer (OEM) work**. The bidder must ensure that work or service is performed by a person who is certified by Original Equipment Manufacturer.
   4. **Professional Services.** Professional service accreditation, affiliation/registration certifications.
   5. **Accessibility to the building**
4. The bidder must provide a compliance certificate from the Local Authority in terms of the building standard (SANS 0400) –
5. On completion of the future upgrades or alterations the bidder must provide a compliance certificate from the Local Authority in terms of the building standard (SANS 10400).
   1. **Building Vertical Movements.**
6. If the building has more than two storeys, a lift must be available and in working condition;
7. The bidder must provide COC issued by a certified engineer as proof of installation.
   1. On completion of the future upgrades or alterations the bidder must provide COC issued by a certified engineer as proof of installation

#### Logistical Conditions

1. **Hours of Work**
   1. Office hours are defined as business working hours of the customer and is Mondays to Fridays between 07:30 and 16:00
   2. After hours of the customer during week days are from16:00 to 07:30
   3. All mission critical sites will be managed on a 24 x 7 x 365 basis including public holidays.
2. **Client environment**
   1. In the event that SITA grants the bidder permission to access SITA's Environment including hardware, software, internet facilities, data, telecommunication facilities and/or network facilities remotely, the bidder must adhere to SITA's relevant policies and procedures (which policy and procedures are available to the Supplier on request) or in the absence of such policy and procedures, in terms of, best industry practice.
3. **Tools of Trade**
   1. The bidder is expected to use its own resources (cell phone, laptops etc) to communicate with its own offices or outside of the SITA/Client buildings, including all tools and equipment to render the services effectively.
4. **Onsite and remote Support.** The bidder must provide support/help desk for all items that he is responsible for.

#### Regulatory, Quality and Standards

* 1. The bidder must for the duration of the contract ensure compliance with any SITA policy regarding accommodation and services.
  2. **The bidder must for the duration of the contract ensure compliance with Protection of Personal Information Act (POPIA) compliance is required.**
  3. Bidders must ensure that the Current State or AS Is Certificates of Compliance accompany bid documents. These documents will not be accepted after closing or on award.
  4. Bidders shall only submit Compliance Certificates for Future Upgrades to tenant requirements on completion of works.
  5. Bidders whose property is under construction or renovations must submit approved copies of all building plans (Covering all trades).

#### 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 goods supplied under this contract remains valid for the duration of the contract after the goods were delivered, installed and commissioned with a sign off, including the clients 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. 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 peri The warranty of services supplied under this contract remains valid for sixty (60) months after the occupation, or any portion thereof as the case may be, accepted at the final destination indicated in the contract;
   4. as at Commencement Date, it has the rights, title and interest in and to the Services delivered in terms of the Contract and that such rights are free from any encumbrances whatsoever;
   5. the Service 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;
   6. 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;
   7. the service is maintained during its Warranty Period at no expense to SITA;
   8. the service possesses all material functions and features required for SITA’s Operational Requirements;
   9. the Service is continued during the term of the Contract;
   10. all third-party warranties that the Supplier receives in connection with the service / infrastructure / installations 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;
   11. 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;
   12. 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;
   13. any Service provided to SITA after the Commencement Date of the Contract remains free from any lien, pledge, encumbrance or security interest;
   14. SITA’s use of the Service supplied in connection with the Contract does not infringe any Intellectual Property Rights of any third party;
   15. the information disclosed to SITA does not contain any trade secrets of any third party, unless disclosure is permitted by such third party;
   16. 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;
   17. it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into the Contract;
   18. 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
   19. 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.

#### 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** 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 and acceptance SCC

I (we), the bidder hereby declare that I (we) accept ALL the Special Conditions of Contract as specified in par 4.3.1 above and shall comply with all stated obligations:

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

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

* 1. **Costing and Preference Points Evaluation (Stage 6)**
     1. **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).
2. Points will be allocated for each of the **Preferential Goal Requirements** for this tender as indicated in **table 10,** dependant on paragraphs (2) and (3) above.
3. The maximum points for this tender will be allocated as follows, subject to paragraph 4 above.
4. Points for this tender shall be awarded for:
   1. Price; and
   2. Preference points for specific goals.

**Table 9:** Points allocation

|  |  |
| --- | --- |
| **Description** | **Points**  **Table 11** |
| Price | 80 |
| Preference points for specific goals | 20 |
| Total points for Price and preference points for specific goals | **100** |

* + 1. **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 4.4.3** 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.
2. **BID PRICING SCHEDULE**
   1. Bidders **must** complete the bid pricing schedule in the Excel spreadsheet format provided and upload this as part of their submission.

**NOTE (1):**

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.

**Note (2):**

An Indicative office area of approximately 700m2; (An area of between 650 m2 and 800m2 will be accepted) and Total of 35 Parking Bays were included in the pricing schedule to ensure a competitive bidding process.

**NOTE (3):**

An Indicative annual adjustment rate of 7% is included in the pricing schedule to ensure a competitive bidding process.

The actual annual adjustment will be applied using the Average Consumer Price Index (CPI) headline year-on-year rates.

The actual annual adjustment will be calculated after the first year from the contract commencement date by applying the previous year’s CPI headline year-on-year monthly average for 12 months from the starting date of the contract which will be applied for the following year.

This adjustment will also be calculated on the same basis annually for the duration of the contract period.

* + 1. **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. | | |

* 1. **Preference Requirements**

4.5.1 **Instruction and Point Allocation**

1. **The bidder must complete in full all the PREFERENCE requirements.**
2. **Allocation of points per requirements:** The point’s allocation of bidders’ responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence.
3. Points will be allocated for each PREFERENCE requirement as per the criteria set in **table 11** 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 the 80/20 preference point system** and submit proof or documentation required in terms of this tender.
   2. The specific Preferential Goal Requirements for this tender is indicated in **table 10** 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. Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim preference points for the **Preference Goal Requirements** for this tender, will be interpreted to mean that preference points are not claimed.
   6. The Bidder’s **commitment** for the **Preference Goal Requirements** in this tender will be **legally binding** and the Bidder needs to **perform against their commitment** for the duration of the contract which will form part of the Contractual Agreement.
   7. The Bidder **must sustain, or improve** the **company’s BBBEE Level for the duration of the contact** which will form part of the Contractual Agreement.
   8. **Performance of Preference Goal Requirements will be determined annually.** Bidders must submit their Preference status report to **SITA** indicating progress against the Bidder’s preferential commitments **within 30 days after each quarter from the commencement date of the contract**.
   9. Bidders need to keep auditable substantive records / evidence and upon request by **SITA** must be made available for audit and, or due diligence purposes.
   10. **SITA reserves the right** **to** require from a Bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim with regards to preferences, in any manner required by SITA.
   11. **SITA reserves the right to** verify information / evidence provided by the Bidder.
   12. **SITA reserves the right to** introduce a **penalty of 1%** of the overall annual year spent by **SITA** for the prior year if the Bidder fails to comply to **paragraphs (f), (g) and (h) above.**

**Table 10:** Preference Goal Requirements

| **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 table 11**   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**   * 1. ***Sworn affidavit*** in the format provided by CIPC - ***Applicable to EMEs and QSEs only;***   **and/ or**   1. **Column D in table 11**   Copy of ***South African Identification Document (ID***);  **and/ or**   1. **Column E in table 11**   *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 11 in section 4.5.1.** | <provide unique reference to locate the substantiating evidence in the bid response – **Annex A, section 5.5**> |

**Table 11**: 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

1. Bidder substantiating evidence

# Technical Mandatory Requirement Evidence

## Bidder Certification/ Affiliation Requirements

**5.1 (a) Approved building plans**

**Attach** a valid copy/copies of approved building plans confirming an office space of between 650 m² and 800m² plus a minimum of thirty-five (30) Parking bays (including 2 disabled parking bays) **here**.

**NOTE (1):**

SITA reserves the right to verify information provided.

**5.1 (b) Building Grade**

**Attach** the following documentation to indicate compliance to the minimum office grading requirements **here**:

* + - 1. Valid building grading certification.

**OR**

* + - 1. A letter issued by SAPOA,

**OR** Any other approved Property Authority.

**NOTE (1):**

SITA reserves the right to verify information provided.

**5.1 (c) Building Ownership Requirements**

**Attach** the following documentation to comply to the Building Ownership requirements **here**:

**Registered owner of the building:**

Valid copy of proof of ownership of the building (Title deed);

**OR**

**Appointed as a managing agent/proxy of the registered owner:**

A valid contract or appointment letter to manage the building on behalf of the owner;

**OR**

**Granted approval to sublet by the registered owner:**

Approval letter/document from the owner to sublet the property.

**NOTE (1):**

SITA reserves the right to verify information provided.

## 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.

## Technical Functionality Requirement

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

## Proof of Concept (Site Inspection) Requirements

Presentation and Demonstration information will be provided by the Bidder at **the Proof of Concept (Site Inspection) Requirements at the Bidder’s site** as indicted in **section 4.2.4**.

## Preference Points Preferential Goals Evidence

The Bidder **must**:

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

Bidder to select the section for points they wish to claim (Mark as Y=Yes) in **either table 11 in section 4.5.1**, dependant on which preference system the Bidder selects in line with **section 4.5.1; and**

Provide a copy of the following relevant evidence for the Preferential Goal points which the Bidder qualifies for as set out in **table 10** in **section 4.5.1** and **attach it here**:

* + - * 1. **Columns A, B, C and D in table 11**

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 table 11**

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

**and/ or**

* + - * 1. **Column E in table 11**

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.