



POISED TO STRIKE  
*against corruption*

## REQUEST FOR PROPOSALS TERMS OF REFERENCE (“TOR”)

**BID NUMBER:** 01/01/2009Refurbish  
**CLOSE Date:** 06 FEBRUARY 2009  
**Time:** 11H00

**DESCRIPTION:** REQUEST FOR PROPOSALS FOR THE ALTERATION, TENANT INSTALLATION, REPAIR AND RENOVATION OF APPROXIMATELY 6 314 SQUARE METERS OF USABLE OFFICE SPACE, WHICH ARE SPREAD OVER SIX (6) WINGS AND THREE (3) FLOORS IN THE RENTMEESTER BUILDING, 74 WATERMEYER STREET, MEYERSPARK, PRETORIA (“PROJECT SITE”) FOR THE SPECIAL INVESTIGATING UNIT (“SIU”)

**BRIEFING SESSION / YES (ATTENDANCE IS MANDATORY)**

**INSPECTION IN LOCO:**

**Where:** PROJECT SITE  
**Date:** 23 JANUARY 2009  
**Time:** AS FROM 10H00 TO 13H00

**VALIDITY PERIOD**

(bid must remain open  
for acceptance)

**NOT LESS THAN NINETY (90) DAYS FROM  
CLOSING DATE FOR BIDS**

## INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE  
SPECIAL INVESTIGATING UNIT (“SIU”)**

**BID NUMBER:** 01/01/2009Refurbish  
**CLOSING DATE:** 06 FEBRUARY 2009  
**CLOSING TIME:** 11H00

### **DESCRIPTION:**

1. Request for Proposals for the alteration, tenant installation, repair and renovation of approximately 6314 square meters of usable office space, which are spread over six (6) wings and three (3) floors in the Rentmeester Building, 74 Watermeyer street, Meyerspark, Pretoria (“**project site**”) for the Special Investigating Unit (“**SIU**”). The work is set out in more detail in PART B to this TOR, as read with the Drawings.
2. The comprehensive Project Management of the work and the planning of the work in phases, so as to minimize the inconvenience on SIU operations and staff, which will *inter alia* include the temporary relocation of SIU staff, furniture and movable assets from areas where work is to be done to other SIU areas within the Building where work will be done at a later stage and the provisioning or relocation and installation of temporary infrastructure to keep the relocated staff reasonably operational, and then moving the staff back to the newly renovated areas. The work is set out in more detail in PART B to this TOR.
3. The Drawings will be made available within 48 hours after the bidder has registered with the SIU by paying the amount as specified in the tender request. Notwithstanding the contents of the Drawings, the SIU would be please to receive input, suggestions and advice from the Bidders on the Drawings and the SIU’s plans. Notwithstanding anything to the contrary in this TOR and/or the Drawings, the SIU reserves the right to change the specifications at any stage:
  - a. before the close of the bid, in which event all interested parties will receive the amended specifications and be afforded an opportunity to amend their bids; and
  - b. after the award of the contract, to address changes that may be required and which are identified during the doing of the work.

### **NON-EXPECTATION:**

Notwithstanding anything stated in this Terms of Reference (“**TOR**”) or said at the mandatory briefing session or during the inspection in loco or in the advertisements published in respect of this tender,;

- a) the procurement of goods and services will be at the SIU’s sole and absolute discretion and it reserves the right not to accept any bid and to accept any bid it considers advantageous;

- b) this TOR does not constitute an offer. The TOR intends to provide enough information for the preparation and submission of comparable proposals by the Bidders;
- c) the lowest or any bid may not necessarily be accepted;
- d) nothing in this notice or in the actions of the SIU, the Head of the SIU, its members, agents or employees must be construed as creating any expectation, legitimate or otherwise, regarding matters dealt with in this TOR.

**BID DOCUMENTS MAY BE POSTED TO:**

Attention: Ms Minette Van Rensburg  
Special Investigating Unit  
Postnet Suite 271, Private Bag X844, Silverton, 0127  
OR

**DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS):**

Special Investigating Unit  
Ground Floor, East Wing, Rentmeester Park, 74 Watermeyer Street,  
Meyerspark, Pretoria 0184

Bid Documents that are too large to fit into the tender box must be handed in at the SIU's Ground Floor Reception during office hours.

**THE BID BOX IS GENERALLY OPEN:**

Monday to Friday 08h00 to 16h30 (excluding public holidays)

**SUBMITTING BIDS ON TIME:**

Bidders should ensure that bids are delivered timeously to the correct address. Although the SIU allows the submission of bids via post, it shall remain the sole responsibility of all bidders to ensure that their bids reach the SIU at the correct address on or before the closing time and date and the bidders will carry the sole risk for bids becoming lost or intercepted in transit or delivered late. If the bid is late, it will not be accepted for consideration.

**NO EXPECTATION**

Notwithstanding anything stated in this TOR, the procurement of the stated goods and services will be at the SIU's sole and absolute discretion. The SIU reserves the right, not to accept any proposal, unilaterally to amend/ supplement the specifications on the basis of which this Invitation for Proposals is made, to request bidders to make presentations, to negotiate with all interested parties and/or the right not to accept any proposal or award a contract to any party. The SIU shall not be required to furnish any reasons for decisions taken in this regard. Nothing in this TOR or in the actions of the SIU, the Head of the SIU, its members, agents or employees must be construed as creating any expectation, legitimate or otherwise, regarding matters dealt with in this TOR.

## **PART A**

### **1 Particulars to be furnished**

**THE SIU'S APPLICATION FOR REGISTRATION AS A SUPPLIER/SERVICE PROVIDER, AS PROVIDED FOR IN PART I TO THIS TERMS OF REFERENCE MUST BE COMPREHENSIVELY COMPLETED AND ALL REQUIRED DOCUMENTS MUST BE SUBMITTED, IN THE PRESCRIBE FORMAT**

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS AND SUCH FORMS MUST NOT BE RETYPED, CHANGED OR QUALIFIED BY THE BIDDER'S OWN CONDITIONS.**

Failure on the part of the bidder, *inter alia*, to:

- (a) complete and sign the SIU's Application for Registration as a Supplier/Service provider;
- (b) unconditionally acknowledge and accept all the conditions of this TOR in writing;
- (c) furnish all required documentation;
- (d) complete the attached forms, questionnaires and specifications in all respects,
- (e) comply with any requirements of this TOR; and/or
- (f) renounce specifically the bidder's own conditions of tender, when called upon to do so, may invalidate the bid.

### **2. Terms**

- 2.1 I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the SIU on the terms and conditions and in accordance with the specifications stipulated in my/our bid/proposal, as read with this TOR, its attachments and/or the other bid documents, at the prices and on the terms regarding time for delivery and/or execution inserted therein.
- 2.2 I/We hereby confirm that the terms, conditions, answers, warranties and/or undertakings set out in my/our proposal/bid, this TOR, its attachments and/or the other bid documents, are all incorporated herein, as if specifically repeated and I/we confirm/verify and warrant the correctness thereof, in all respects and I/we agree to be bound thereby.

## PART B

### Minimum Specifications for the Work

1. Request for Proposals for the alteration, tenant installation, repair and renovation of approximately 6314 square meters of usable office space as per the design and quantities to change the existing layout to the new layout, as set out in the Drawings, which are spread over six (6) wings and three (3) floors in the Rentmeester Building, 74 Watermeyer street, Meyerspark, Pretoria (“**project site**”) for the Special Investigating Unit (“**SIU**”), measuring approximately as follows:
  - 1.1 Ground Floor, East Wing at about 949.80 square meters;
  - 1.2 First Floor, East Wing at about 966.90 square meters;
  - 1.3 First Floor, Part of North Wing at about 1304.30 square meters;
  - 1.4 Second Floor, East Wing at about 1033.80 square meters;
  - 1.5 Second Floor, North Wing at about 1425.80 square meters; and
  - 1.6 Second Floor, Part of West Wing at about 1057.50 square meters,
  
2. A turn-key solution is required, providing a comprehensive and all-inclusive service. Without limiting the generality of the aforementioned, the bidder will *inter alia* be responsible to:
  - 2.1 break down the existing infrastructure and tenant installation (e.g. dry walls, doors, interior windows, ceiling panels, carpets and tiles etc);
  - 2.2 recycle and refurbish as much of the existing materials, as possible;
  - 2.3 procure the material required and deliver it to the project site;
  - 2.4 rebuild and fit the new infrastructure and tenant installation (e.g. dry walls, doors, interior windows, ceiling panels, carpets and tiles etc);
  - 2.5 finish off the new infrastructure and tenant installation to an A-grade specification level (e.g. sand, varnish and/or paint wood, paint and/or wallpaper and/or tile walls, lift and lay carpets and/or tile floors, refit and/or install ceiling panels and doors etc (as per SIU specifications on minimum quality materials and colour schemes etc);
  - 2.6 install high level sound proofing (i.e. ceiling and wall) in certain high level selected offices and board/training/interview rooms and lower level sound proofing (e.g. ceiling) in certain other selected offices and rooms (as per SIU specification);
  - 2.7 relocate, install and fit air-conditioning units and air-ducts (irrespective whether they may be central or individual units);
  - 2.8 relocate and install relocated electrical infrastructure (e.g. lights, light switches, power cables, power skirting, plugs, open plan power cables and fittings and other electrical fittings);

- All conduits trunking systems, outlet boxes, sleeves etc that are not on the project site or which cannot be recycled must be supplied and installed as part of this contract by the bidder, complete with draw wires;
- 2.9 ensure that each office has a separate light switch;
  - 2.10 Full compliance certification must be supplied upon completion
  - 2.11 make a separate proposal (i.e. it must be easily divisible from the remaining proposal) to fit emergency lighting in the premises, as per the specifications used by the Department of Public Works;
  - 2.12 make a separate proposal (i.e. it must be easily divisible from the remaining proposal) to install the electrical infrastructure in the premises to allow the SIU to easily fit and run a generator that may be procured at a later stage;
  - 2.13 relocate plumbing (if required);
  - 2.14 do anything else that may be required to make the SIU's proposed new tenant installation fully operational; and
  - 2.15 clean the project site after the work and remove all rubble from the project site. The Bidder shall leave all completed work and work areas in a clean and tidy condition immediately after completion of each portion or area of the contract work and shall remove and cart all rubbish and waste or excess material resulting from the completed work off-site. Building rubble, building materials, equipment, vehicles and/or workers may not be a cause of inference to the Building or its tenants.
3. Cognisance must be taken that SIU staff and other tenants will still be occupying and visitors will still frequent the project site and working areas. As such, the project will require proper planning to minimise disruption.
  4. The bidder must provide a comprehensive and all-inclusive Project Management service. Without limiting the generality of the aforementioned, the bidder will *inter alia* be responsible to:
    - 4.1 Identify the required materials, manpower and equipment;
    - 4.2 Advise the SIU on its draft tenant installation plans and the correct materials, manpower and equipment;
    - 4.3 procure and order the materials, as approved by the SIU;
    - 4.4 provide all equipment, tools, transport, consumables and other required resources;
    - 4.5 ensure timeous delivery of materials and prompt attendance of manpower;
    - 4.6 provide contingency plans, in case of a problem with the delivery of materials, problems caused by poor weather and possible labour problems;
    - 4.7 verify invoices for goods and services;
    - 4.8 recruit, train and provide all workmen/contractors and sub-contractors;
    - 4.9 provide and fit warning signs and other infrastructure to protect people and assets from injury, damage, dust, etc;

- 4.10 provide comprehensive insurance that will provide indemnity against legal liability in the event of accidental death of or injury to third party persons and /or loss of or damage to third party property arising directly from the execution of the contract and occurring during the period of contract with a minimum of R 5 million for risks whichever is applicable in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributing to one source or original cause. Without limiting the aforementioned:
- 4.10.1 The Bidder shall insure his workers and employees against death or injury arising out of the execution of the contract work;
  - 4.10.2 The contract work and any materials and goods intended for incorporation there in shall be at the risk of the Bidder for all risks of loss or damage insurable under a contract works or all risks insurance policy;
  - 4.10.3 The Bidder shall insure the plant and equipment (including tools, offices and other temporary structures and contents) and other things brought onto site for a sum sufficient to provide for their replacement;
  - 4.10.4 The Bidder shall carry Insurance in terms of the provisions of the Compensation for Occupational Injuries and Deceases Act no. 61 of 1997; and
  - 4.10.5 The Bidder shall carry Motor Vehicle Liability insurance comprising (as minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
- 4.11 Long lead items: The Bidder shall, in its bid, identify and list materials and or equipment that will require additional time for delivery and installation that will influence the scheduled completion dates as indicated.
- 4.12 Plan the work in phases, so as to minimize the inconvenience on SIU operations and staff, which will *inter alia* include the temporary relocation of SIU staff, furniture and movable assets from areas where work is to be done to other SIU areas within the Building where work will be done at a later stage and the provisioning or relocation and installation of temporary infrastructure to keep the relocated staff reasonably operational, and then moving the staff back to the newly renovated areas;
- 4.13 provide for the break down, removal, transport, storage (if required) and re-building of office furniture. In this regard, the bidder must acknowledge and accept that the SIU has a manufacturer's warranty from Cecil Nurse on its furniture, which may be affected if the bidder's furniture removal is not handled by Cecil Nurse or under their supervision. *As such, the bidder undertakes to contract in (at the bidder's expense) Cecil Nurse to assist in the SIU's furniture removal and relocation;*

- 4.14 provide for the relocation of copiers and other office equipment, office contents etc. In this regard, the bidder must acknowledge and accept that the SIU has lease agreements in place with the manufacturers of the copiers that oblige the SIU to have the copiers relocated by the Manufacturers concerned.  
As such, the bidder undertakes to contract in (at the bidder's expense) the applicable Manufacturers to assist in the relocation of the copiers;
- 4.15 Under no circumstances may the electrical power to the SIU's server room or the Building be interrupted, unless prior arrangements had been made with the SIU; and
- 4.16 do anything else that may be required to make the SIU's proposed new tenant installation fully operational.
5. The SIU retains the right to alter the proposed program/schedule of work, should the works interfere with the operations or security of the SIU to such extent that normal SIU operations becomes unreasonable or the work causes unnecessary disruption, inconvenience or risk to the SIU, its staff, the other tenants in the building and/or visitors.
6. It is a condition that SIU and or its employee(s) or appointed representative(s) shall have access to all site meetings. The SIU shall be provided with a schedule (venue, dates and time) of all site meetings to be held during the duration of the project. The venue, dates and time of the meetings shall be reasonable to enable SIU's appointed employee(s) or representative(s) to attend such meetings. Copies of the minutes related to the site meetings shall be made available to SIU within three (3) working days from the date of such meeting
7. The SIU, official(s) or appointed representative(s) shall have the right of access to the project site during the process of construction, inter alia, for inspection purposes.
8. Not individual contractors.
9. Specific exclusions from the bid: Information Technology ("IT") issues will be addressed separately. Not to be included in the refurbishment tender.
10. Legal compliance: References made to, or requirements called for in terms of the provisions of act of Parliament, Ordinance and the Regulations or By-Laws or any local or other statutory authority shall not in any way limit the Bidder/ Contractor's liability or obligations to familiarise himself with and comply with the provisions of all Acts of Parliaments, Ordinances and the Regulations or By-Laws of any local or other statutory authority which may be applicable. The works performed shall comply with all laws and at least the following specifications, laws or local authority requirements:

- 10.1 CIDB (Construction Industry Development Board);  
Only those bidders who are registered with the CIDB, or who are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the bid sum, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for GB or CE class of construction work, are eligible to have their tenders evaluated. Copies of registration and classification are requested to be included in the bid documents. Should the bidder not be registered with the CIDB, registration will be required within 21 days of date of Appointment. All expenses included to be for bidders own account.
- 10.2 Occupational Health and Safety Act: The works performed on the project site must comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993), as amended;
- 10.3 The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises";
- 10.4 Code of practice – Interior Lighting SABS 0114:1996 - Part I;
- 10.5 The National Building Regulations and Building Standards Acts 1977 (Act 103 of 1977) as amended (SANS 0400);
- 10.6 The Municipal by-laws and any special requirements of the local supply authority;
- 10.7 The local fire regulations - All statutory signage must be checked and corrected where necessary with the assistance of a SIU representative; and
- 10.8 Manufacturers Specification: All materials & equipment will be installed to manufacturer's specifications and relevant SABS & Building regulations specifications.

## 11. Minimum Finishing Schedule

		<b>First Floor East Wing</b>	<b>Second Floor, East and North Wings</b>
Floors	All	Existing floor Finish to be removed and made good for new Carpet	
	New	Nexus Berberpoint 920 Carpet Tiles, Colour: Charcoal	
Power Skirting	Existing	To be painted where needed	
	New	To match existing	
	Note	Electrics to be supplied for all Workstations and facility stations Data By Client	
Partitioning (Masonry and Drywalls)	All	Existing de-mountable partitions to be removed as indicated on drawings. All rubble to be removed from site.	
		Remaining walls to be made good for new	

		painting work
		All broken edges and affected areas to be made good.
	New & Existing	Dry wall partitioning must include aluminium skirting
		Demolish dry wall (if indicated on plan) and remove rubble from site
		Supply and install new natural anodised aluminium termination channel where drywall meets with up with walls
	New	Dry wall partitioning to be painted with two coats PVA.
		Dry wall partitioning to be painted in Plascon Cashmere "Ivory white" Y4-B2-3
		Accent walls to be painted in Plascon Cashmere "Turkish Tart" Y2-B1-3
Doors	New & Existing	Ironmongery to match existing
		To be prepared and painted in Plascon Matt Enamel - Acacia - (Y4-B2-2)
		Close existing door openings (if indicated on plan) with dry wall and make good for painting
	Existing	Demount existing single doors, frame and lockset for reuse
Glazed panels	New	Safety glass to be used. 400mm (W) Door height with aluminium frame
Columns	All	To be painted in Plascon Cashmere "Turkish Tart" Y2-B1-3
Windows	All	Windovert - Venetian blinds 25mm aluminium "Onyx Star" 3513
	New Option 1	<i>Windovert - Vertical Blinds - Group 2 F13 Beige</i>
Ceiling and Lighting	Existing	Lighting to be moved and supplied where needed
AC	Existing	By Client and Landlord - to be moved and supplied where needed
Pause areas	New	General spec for cost will be submitted but will not be final
	Note	Plumbing points will be needed
Server Room	All	Special and upgraded specifications and requirements apply, which the SIU will provide to the bidder (e.g. fire proof, high specification air-conditioning etc)

12. In all instances where this TOR and the Drawings do not prescribe an improved specification, standard or method, all products/materials used and work methods deployed must be submitted to the SIU, for its approval, and must be according to:

- 12.1 the Specification of Materials and Methods to be used, as published by the Department of Public Works (Fourth Revision October 1993) (“**PW371**”), which can be accessed at <http://www.publicworks.gov.za/>, under the tab “Consultants Guidelines”;
  - 12.2 the South African Standard Specifications and Codes of Practice as published by the South African Bureau of Standard (“**SABS**”), as referred to in PW371; and
  - 12.3 the specifications as give by the SIU under this TOR (in its current or amended form), the subsequent contract, the final Drawings and the instructions given by the SIU during site meeting or otherwise.
13. All products/material used must be applied / used to manufacturers specifications.
  14. All products/material quoted on must be available for demonstration and inspection by SIU.
  15. Workmanship must to highest standards and all preparation must be done to ensure satisfactory results.
  16. Time frame:
    - 16.1 Urgent, without impacting on quality and finish.
    - 16.2 Since the project is working on a short time frame, the delivery time must be indicated from date of order to installation.
  17. Any requirements laid down in this TOR and the specifications shall be deemed as included in the written offer. The fact that the SIU checked the documentation and approved it, does not exempt the bidder from the responsibilities with regard to the fulfilment of any requirements of this TOR and the specifications.
  18. The Building shall be smoke free during the construction period and workers will be requested to make use of designated smoking areas

## **PART C –Conditions**

### **1 Conditions incorporated by reference:**

The following are incorporated herein by reference, as if specifically repeated and shall apply to this TOR, the bidder's proposal/bid and any subsequent contract:

- 1.1 See General Conditions of Contract ("GCC") (See PART J);
- 1.2 See the SIU's Application for Registration as Supplier/Service provider (PART I); and
- 1.3 See the Drawings.

### **2 Non-Commitment**

- 2.1 SIU is not bound to accept any of the bids submitted.
- 2.2 It is also herewith confirmed that the result of the technical evaluation and financial evaluation bid process may not lead to an award and does not constitute a commitment from the SIU.
- 2.3 The SIU reserves the right to withdraw this tender and/or to amend this TOR by notice in writing to all parties who have received the TOR.
- 2.4 Based on the results of this project, the SIU shall have the absolute discretion to decide upon the most appropriate methodology and phased implementation process, which need not be derived from the result of the work undertaken.

### **3 Reasons for Rejection**

- 3.1 The SIU reserves the right to return late bid submissions unopened.
- 3.2 The SIU reserves the right not to evaluate bids that are not submitted in the format specified in this TOR.
- 3.3 Bidders shall not contact the SIU on any matter pertaining to their bid from the time the bids are submitted to the time the bid evaluation process has been finalised. Any effort by a bidder to influence the bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.
- 3.4 The SIU shall reject a submission if the bidder has committed a proven corrupt or fraudulent act in competing for a particular contract.
- 3.5 The SIU may disregard any submission if that bidder, or any of its directors, employees or any other person acting on the bidder's behalf
  - 3.5.1 Have abused the Supply Chain Management ("**SCM**") system of the SIU;

- 3.5.2 Have tried to influence the tender process or the members of the SIU's tender committees;
- 3.5.3 Have committed proven fraud, corruption or any other improper conduct in relation to any procurement, provisioning or SCM system of the SIU, any private entity or any State institution;
- 3.5.4 Have inflated the qualifications and/or relevant experience of the bidder, its experts or other staff to be assigned to the project;
- 3.5.5 Have been placed on:
  - 3.5.5.1 the list of restricted suppliers/service providers kept by National Treasury; or
  - 3.5.5.2 the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004); and/or
- 3.5.6 Have failed to perform on any previous contract and the proof exists.

## **4 Fraud and Corruption**

All prospective bidders are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other relevant statutory provisions.

## **5 Exclusion of Bidders**

Bidders appearing on the list of:

- 5.1 restricted service providers/suppliers compiled by National Treasury; and/or
- 5.2 the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004),

may, under no circumstances whatsoever, submit proposals/bids or tenders to the SIU and may further not use, assign, employ or sub-contract any such restricted or listed suppliers/service providers in this proposed project.

## **6 Briefing Session / Inspection in Loco**

- 6.1 A mandatory briefing session / inspection in loco will be held.
- 6.2 The Bidder is advised to visit the project site on the date of the mandatory briefing session/inspection in loco to satisfy himself as to the means of access and infrastructure in the building, the extent and nature of the work and the site conditions under which the work will be carried out, conditions affecting the supply of labour and materials and any matter which may affect this tender. No grounds of lack of knowledge in any respect will be entertained.

Any disadvantage, which may be entailed by items performed in difficult circumstances, must be regarded as being offset by other items, which may prove to be advantageous.

- 6.3 The SIU reserves the right to refuse/reject bids received from interested parties/bidders that do not attend this mandatory briefing session / inspection in loco.
- 6.4 The SIU encourages bidders to make comments and suggestions on the TOR and in amplification thereof.
- 6.5 The SIU reserves the right to unilaterally amend and/or supplement its TOR with any issues identified or raised during the mandatory briefing session / inspection in loco or resulting therefrom or becoming known at any stage during the bidding process, in which event, such amendments will be made available to all bidders by e-mail only.

## **7 Clarifications**

- 7.1 Any comment an interested party wishes to make regarding the TOR, may be raised in the open forum of the mandatory briefing session / inspection in loco or in writing (letter, facsimile or e-mail) to the SIU.
- 7.2 Any clarification required by a bidder regarding the meaning or interpretation of the TOR, or any other aspect concerning the submission of a bid, is to be requested in writing (letter, facsimile or e-mail) to the SIU.
- 7.3 The Bid number should be mentioned in all correspondence and communications.
- 7.4 Telephonic or other oral requests for clarification will not be accepted.
- 7.5 All comments and clarifications will be made available to all bidders, by e-mail only.
- 7.6 The time period in which clarification will be entertained and the date by which such clarifications will be issued are set out in the Bid Process section of this TOR.
- 7.7 It shall remain the bidder's responsibility to ensure that the request reaches the SIU within the stipulated period.

## **8 Alterations to Bids**

Bidders may alter or withdraw their proposals by written notification given to the SIU prior to the deadline for submission of proposals. No proposals may be altered or withdrawn after this deadline, unless done at the behest of the SIU.

## 9 Costs Associated with the Bid Preparation

- 9.1 The bidder will bear all the costs/expenses associated with:
- 9.1.1 its responses to the SIU's request for proposals and the rest of the adjudication process, including any presentations/interviews arranged, if any. No proposal fees, professional fees, accommodation, travel costs, costs and/or any other fees or expenses incurred by or ascribed to the bidder's responses to this request for proposal/bid will be borne by the SIU;
  - 9.1.2 the preparation of its/their bid;
  - 9.1.3 the preparation and submission by the bidder to the SIU of any Technical material, as defined in clause 1.27 of the GCC (PART J);
  - 9.1.4 the participation in the mandatory bid briefing session / inspection in loco; and
  - 9.1.5 the requests for clarification.

## 10 Additional Information from Bidders

During evaluation of the bid, additional information may be requested in writing from bidders. Replies to such requests are to be submitted, within 48 hours or as otherwise indicated and failure to timely comply with such a request may prejudice the evaluation score for the bidder or even lead to the rejection of the bid.

## 11 Review Process

- 11.1 Subject to the provisions of this TOR, all bids duly and timeously lodged will be evaluated in accordance with the evaluation criteria provided in the TOR.
- 11.2 The SIU does not require any presentations as part of the pre-qualification process but it reserves the right to call for
- 11.2.1 oral presentations; and
  - 11.2.2 interviews,
- with short-listed bidders and their key staff members/experts, before final selection. Should the bidder receive a request, as aforementioned, then it must arrange such presentation or interview within 48 hours of such request or as otherwise indicated by the SIU. If a bidder and/or its key staff member are prevented from attending an interview by *force majeure*, a mutually convenient alternative appointment will be arranged with the bidders (subject to the limitations of the time frames specified in the Bid Process section of this requirement). If the bidder and/or such key staff member are unable to attend this second appointment, the relevant bidder shall be removed from the short-list, its proposal will be eliminated from the evaluation process and its bid will be rejected.

11.3 The entire evaluation and adjudication procedures of the SIU's committees are confidential. The decisions of the said committees are collective and their deliberations are held in closed sessions, while their members are bound to secrecy. The evaluation and adjudication reports, in particular, are for official use only and may be communicated neither to the bidder nor to any party other than authorised representatives of the SIU. This constitutes an undertaking as envisaged in sections 37(1)(a) and/or 65 of the Promotion of Access to Information Act No. 2 of 2000 ("PAIA").

## 12 Format of Bid Submissions

The Bidders must adhere to the format of bid, as set out in PART G of this TOR.

## 13 Consortia, Partnerships, Joint Ventures

13.1 In any event of the bidder associating with experts based on a joint venture, then all members to such venture must sign the bid documents and any subsequent contract, and they shall be jointly and severally liable for the entire project or applicable sub-project.

13.2 Subject to the provisions of this TOR and any subsequent contract, subcontracting is allowed, but only if the bidder accepts and maintains absolute and sole accountability and contractually liability and only with the prior and informed written consent of the Executive Management of the SIU. If the bidder intends to subcontract one or more parts of the contracted services, this must be clearly stated by the bidder in its Bid documents.

13.3 Although subcontracting is allowed, the successful bidder must intend to carry out the major part of the services itself. Unless the SIU gives specific prior written permission and the extent of the intended subcontracting work/value is not disclosed in the bidder's bid proposal, the total value of the subcontracted part of the services must not exceed 33% of the contract value. If the SIU allows sub-contracting, then the subcontractor must not subcontract any further.

13.4 All subcontractors must be eligible for the contract. If the identity of the intended subcontractor is already known at the time of submitting the bid, the bidder must furnish a statement guaranteeing the eligibility of the subcontractor. If any subcontractor identified in this way does not meet the eligibility criteria, the bid shall be rejected.

13.5 Associations between bidders shall only be allowed where:

13.5.1 such association is *at the request* of the SIU; or

13.5.2 such agreements of associations were concluded prior to the submission of the bid/proposal and where such association was clearly disclosed in such bid/proposal.

- 13.6 Associations, joint ventures, sub-contracting and/or any other form of co-operation between bidders, concluded after the submission of the bid/proposal of any one of the co-operating parties may result in such bid/proposal(s) being rejected, unless the SIU decides, with informed knowledge, to award the contract partially to one bidder and partially to another or has otherwise consented thereto in writing.

## **14 Post Tender Negotiations and Splitting the Award of the Contract**

- 14.1 The SIU reserves the right to encourage association and/or co-operation between various bidders, by offering to split the award of the contract in relation to the entire project or any sub-project thereof.
- 14.2 Should the successful bidder refuse to accept the SIU's proposal of a partial award and should the parties be unable to reach consensus through negotiation, then the SIU shall be entitled to pass over the successful/highest scoring or otherwise most appropriate bidder.
- 14.3 Notwithstanding anything to the contrary in this TOR, the SIU reserves the right to engage in post tender negotiations with the Bidders on the short list and to do business with the vendor(s) that best meet the requirements and will not be obliged to give reasons for such exclusions. Any agreements so reached, if any, with the Bidders will form part of the contract.

## **15 Availability of Equipment, Staff and Expertise**

- 15.1 The full responsibility for the provision of an adequate labour force sufficient to staff the works and to have the works completed within the timelines as submitted by the Bidder in the tender will rest entirely with the Bidder and no claim made during the course of the works for additional labour or extras to provide incentives to induce outside labour to go to the works will be entertained.
- 15.2 In making a bid, the bidder guarantees that it has the necessary equipment, staff, expertise, experience and other resources to complete the project within the stipulated timeline.
- 15.3 Where the bidder makes use of key/core experts and staff (including but without limiting the Project Manager), each such key/core staff member must also undertake to be available, able and willing to work for the whole of the period foreseen for his/her input during the project or sub-project, as indicated in this TOR and in the bidder's proposal/bid.
- 15.4 Any expert or key/core staff member who is engaged in any other projects or contracts, where the input from his/her position in that contract could be required on the same dates as his/her activities under this contract must not be proposed as an expert or a key/core staff member for this contract under any circumstances.

- 15.5 In cases where an expert or a key/core staff member will not be available at the expected start of his/her activities, the corresponding bid may be rejected and the expert or key/core staff member concerned will be excluded from this bid and might be subject to exclusion from other SIU tenders and contracts.
- 15.6 Having selected a firm partly based on an evaluation of the experts and/or key /core staff members presented in the bid, the SIU expects the contract to be executed by these specific experts and key/core staff members and the SIU need not consent to the replacement of such personnel.

## **16 Preferential Points for Equity Ownership or B-BBEE**

- 16.1 Bidders who wish to claim points in respect of Equity Ownership or B-BBEE must complete the Declarations forming part of the bid documents, in all respects. Shareholders certificates and Verification Certificates must be submitted together with the bid proposal.
- 16.2 The SIU reserves the right to require of a bidder, either before a bid is adjudicated or at any time thereafter, that it should substantiate any claim concerning preference or B-BBEE status, in any manner required by the SIU
- 16.3 Preferential or equity or B-BBEE status points shall be awarded according to the principles expressed in the attached declaration forms, as read with the bidder's "Declaration of Equity" or "Declaration of B-BBEE status", as submitted in the Application for Registration as a supplier/service provider of the SIU (PART I)
- 16.4 In the event that the percentage of equity ownership or B-BBEE status changes after the closing date of the bid, the bidder must notify the SIU immediately both telephonically and in writing, whereupon the bidder will either no longer be eligible for such preference points/ B-BBEE status points or its points will be recalculated and/or reduced accordingly.
- 16.5 If the contract is awarded because of preference or B-BBEE status claimed, then:
- 16.5.1 the bidder may not cede, delegate or in any other way transfer its rights and obligations accrued from the contract and the bidder may not transfer shares in its legal entity, which may result in a change of ownership or control in the bidder's legal entity or the bidder's B-BBEE status; and/or
- 16.5.2 the SIU shall be entitled to monitor continuously the bidder's equity status/representativeness and B-BBEE status, for the full duration of the contract.

16.6 If the SIU should find that the preference or B-BBEE status claimed by the bidder was based on “fronting”, was too high or in any other way inaccurate or outdated, or that the bidder reduced its equity status/representativeness or B-BBEE status, at any time during the currency of the contract, then the SIU will be entitled to the relief provided for in clause (viii)(g) under the heading “GENERAL DECLARATION” of the SIU’s Application for Registration as Supplier/Service Provider/Bidder (PART I), in addition to any other remedy it may have under this TOR, the subsequent contract or otherwise in law,

## **17 Financial, Invoices and Payments**

17.1 The bidder shall express the bid price in South African Rand.

17.2 Payments made in terms of the intended contract shall be made in the same currency.

17.3 Costing, prices and expenses:

17.3.1 All prices to be indicated as firm/fixed prices, no price escalations will be allowed;

17.3.2 All prices to be indicated must constitute an all-inclusive cost-to-company cost for the finished work. Without limiting the generality of the aforementioned, the bid price must inter alia be inclusive of:

- (a) Value Added Tax, import and any other rates, levies and taxes;
- (b) Overheads, Profits and operational costs;
- (c) Salary costs and any additional overheads;
- (d) All professional consultancy, project management and administration fees;
- (e) Reimbursable expenditures;
- (f) Accommodation;
- (g) Subsistence and travelling;
- (h) Costs, supply, transport and delivery of materials, equipment and labour;
- (i) Works and installation on the project site;
- (j) Cleaning of the project site and rubble removal off the project site
- (k) Insurance
- (l) Labour costs (including contractors and sub-contractors) of everything described including cost incurred in working overtime, weekends, public holidays, etc. to meet stipulated programme dates;
- (m) All manufacturing, transport, conveying, cartage, carriage and delivery etc;
- (n) Temporary works necessary for the due proper performance of the Contract Works;
- (o) Contingencies; and

- (p) All obligations arising out of the Schedule of Works and all costs and charges deemed necessary for complying with the Terms and Conditions herein.
- 17.3.3 Bids that do not contain a firm price, as indicated above, may be rejected;
- 17.3.4 All prices to be indicated should include Value Added Tax ("VAT");
- 17.3.5 All prices to be indicated should include
- 17.4 The method of invoicing and payment will be negotiated prior to awarding the contract, but generally the SIU only makes payment on a deliverable basis i.e. once it has received firm and objectively verifiable deliverables/products or upon receipt of verification of achievement of agreed milestones, complying in all respects with the agreed specifications.
- 17.5 Progress reports shall accompany all invoices.
- 17.6 The SIU reserves the right to defer payment of any amount due in terms of this project, where:
  - 17.6.1 VAT is levied, until a valid and original document is supplied; or
  - 17.6.2 the bidder claims reimbursement of any reimbursable expenses, until proper source documents and substantiation of the expense and the payment thereof can be submitted to the SIU's CFO, in a format approved and acceptable to the SIU's CFO.
- 17.7 An original Tax Clearance Certificate from the South African Revenue Service ("**SARS**") that is still current, certifying that taxes of the bidder to be in order or that suitable arrangements have been made with SARS, must be submitted together with the bid documents, not only in relation to the bidder, but also for any entity with whom it has a joint venture/partnership in dealing with this project and all its subcontractors.

## 18 Validity Period and Contracting

Bids shall remain valid for a period of not less than ninety (90) days from the last date of submission and the bidders shall be held to their proposals within the said validity period: Provided that when the SIU awards the contract to the successful bidder, that bidder shall be obliged to maintain the validity period of its bid for a further thirty (30) days from the date of notification of award, for the purposes of negotiating and signing an acceptable contract.

- 18.2 In exceptional cases, before the period of validity expires, the SIU may ask bidders to extend the period for a specific number of days.

18.3 Within five (5) days of receipt of the contract already signed by the SIU, the selected bidder shall sign and date the contract and return it to the SIU, without altering the contract and without adding any conditions thereto. Failure of the selected bidder to comply with this requirement may constitute grounds for the annulment of the decision to award the contract. In such a case, the SIU may award the contract to another bidder or cancel the request for proposals.

## 19 Cancellation

19.1 Notwithstanding anything to the contrary in this TOR or otherwise, the SIU reserves the right and may, prior to the signing of a contract with any successful bidder, unilaterally cancel the request for proposals and this bid process, if:-

- 19.1.1 Due to changed circumstances, there is no longer a material need for the services;
- 19.1.2 Funds are no longer available to cover the total envisaged expenditure;
- 19.1.3 The request for proposals has been unsuccessful, i.e., no qualitatively or financially worthwhile proposal has been received or there is no response at all;
- 19.1.4 The economic or technical data of the project have been fundamentally altered;
- 19.1.5 Exceptional circumstances or *force majeure* render normal performance of the contract impossible or unreasonable;
- 19.1.6 All technically compliant bids exceed the financial resources available; and/or
- 19.1.7 There are allegations or suspicion of irregularities in the procedure, in particular where these may have prevented fair competition.

## 20 Limitation of Liability

20.1 In no event shall the SIU be liable for any loss or damages (direct or consequential) whatsoever including, without limitation the aforementioned, damages for loss of profits, in any way connected with:

- 20.1.1 any bidder's failure to be awarded the contract envisaged in this TOR; and/or
- 20.1.2 the cancellation of a request for proposals, even if the SIU has been advised of the possibility of damages.

20.2 The publication of a request for proposals/bid notice and/or the receipt of bids do not commit the SIU to implement the programme or project announced and do not constitute an offer.

20.3 Notwithstanding anything to the contrary in the request for proposals, the TOR and/or any subsequent contract(s), the parties hereby irrevocably acknowledge, agree and consent that:

20.3.1 any dispute and demand by a party against or involving the SIU must be submitted in writing to the SIU to reach the SIU's address as stipulated in paragraph 23 of PART C, below, within ninety (90) calendar days from the award of the contract being communicated to bidders (whether by means of the Government Tender Bulletin or otherwise) ("**the demand**"); and

20.3.2 any claim, dispute resolution proceedings, application, action or other legal proceedings (collectively referred to as "**legal proceedings**") by a party against or involving the SIU must be instituted in the appropriate forum or court and such papers must be served on the SIU within ninety (90) calendar days from the date upon which the demand referred to in paragraph 20.3.1 of PART C, above, was made upon the SIU and no legal proceedings may be instituted if the demand, referred to in paragraph 20.3.1, had not first been made and/or had not been made within the prescribed period.

All disputes, demands and/or claims submitted or instituted after the aforementioned periods will and may lawfully be repudiated by the SIU on the grounds of late submission regardless of any other circumstances of demand, loss or damage and such disputes, demands and claims shall be deemed by the forums or courts in which they are made to have become prescribed and unenforceable.

20.4 The bidder indemnifies the SIU against any dispute, demand, claim, loss or damage, direct or indirect (including consequential damages) arising from the bidders failure to strictly adhere to and/or observe the provisions of paragraph 20.3 of PART C, above and/or paragraph 22 of PART C, below.

20.5 Paragraph 20 of PART C, is severable from the remaining provisions of the TOR and any subsequent contract and shall remain in effect even if the request for proposal/bid and/or the subsequent contract expires or is for any reason terminated.

## 21 Ownership

21.1 The SIU retains ownership of all proposals/bids received under this request for proposals. Consequently, bidders have no right to have their proposals/bids returned to them.

21.2 Once the contract is awarded, the SIU shall be the sole owner of all data collected relevant working papers, research and reports emanating from the project and reserves all rights, including copyright and intellectual property.

## 22 Dispute Resolution

- 22.1 Subject to the provisions of paragraph 20.3 of PART C, above, should any dispute, disagreement, demand or claim (hereinafter referred to as “**the dispute**”) arise between the SIU, the successful bidder, any of the unsuccessful bidders and/or interested parties having collected the TOR from the SIU (hereinafter collectively referred to as “the parties” or singularly referred to as “a party”) concerning the request for proposals/bid, the TOR, the process followed in receiving, selecting, evaluating and/or adjudicating the bids, the interpretation of any of the provisions of the TOR or any subsequent contract(s), or the liability of any of the parties arising from any alleged breach of the process or the contract or any other cause whatsoever, the parties shall endeavour to resolve the dispute by means of negotiation.
- 22.2 This entails that the aggrieved party shall invite the other party in writing to a meeting in Pretoria, with at least fourteen (14) days notice, which meeting the other party shall then be obliged to attend and at which meeting the parties shall attempt to resolve the dispute.
- 22.3 No further steps, legal or otherwise may be taken by the aggrieved party against the other party, unless an endeavour to resolve the dispute has been made as provided for in paragraph 22.2 of PART C, above.
- 22.4 Subject to the provisions of paragraph 20.3 of PART C, above, and unless the parties otherwise mutually agree in writing, any and all disputes arising between the parties shall be determined by private arbitration on the following basis:
- 22.4.1 The issue shall be determined by a single Arbitrator who shall be sourced and appointed by agreement between the parties or, failing such agreement, shall be nominated, on the application of either party, by the Chairman for the time being of the Association of Arbitrators of South Africa;
- 22.4.2 The parties may be legally represented in the arbitration proceedings;
- 22.4.3 The arbitration procedure presentation of evidence and the basis of payment by the parties of the costs of the arbitration, shall be in the discretion of and be determined by the Arbitrator;
- 22.4.4 Where the dispute is of a technical nature, all reasonable efforts shall be made to ensure that the Arbitrator has the necessary technical skills to enable him/her to determine it. In this regard, the Arbitrator shall, if he/she deems it necessary, be entitled to appoint an assessor or assessors possessing such skills, to assist him/her;
- 22.4.5 The Arbitrator’s award shall be final and binding on the parties who undertake to implement it appropriately;

- 22.4.6 Paragraph 22 of PART C, shall constitute the irrevocable consent of the parties to such arbitration proceedings as may arise in terms thereof and neither of them shall be entitled to withdraw therefrom or to claim, at any time, that it/he is not bound by its provisions
- 22.4.7 Paragraph 22 of PART C, is severable from the remaining provisions of the TOR and any subsequent contract and shall remain in effect even if the request for proposal/bid and/or the subsequent contract expires or is for any reason terminated.

## 23 Penalties

23.1 Subject to clause 25 of the GCC (PART J), but notwithstanding the provisions of clause 22 of the GCC (PART J), if the bidder fails to deliver any or all of the goods or to render the services within the period(s) specified in the contract, the SIU shall, without prejudice to its other remedies under the contract or in law, deduct from the contract price, as a penalty, a sum calculated on the rates set out in paragraph 23.2 of PART C and rounded off as set out in paragraph 23.3 of PART C, calculated for each day of the non-delivery, non-performance or delay, until actual delivery or performance. Notwithstanding the aforementioned, the SIU may, within its absolute discretion, also consider termination of the contract pursuant to Clause 23 of the GCC (PART J).

23.2 For the purposes of paragraph 23.1 of PART C, the penalties shall be calculated per day (Excluding VAT), as follows:

<i>CONTRACT PERIOD</i>	<i>RATE PER R100 OF CONTRACT VALUE</i>
1 month	27.50 Cents
1,5 months	22.00 Cents
2 months	16.50 Cents
2,5 months	13.50 Cents
3 months	11.00 Cents
3,5 months	9.50 Cents
4 months	8.50 Cents
4,5 months	7.50 Cents
5 months	6.25 Cents
6 months	5.75 Cents
7 months	4.75 Cents
8 months	4.00 Cents
9 months	3.75 Cents
10 months	3.50 Cents
11 months	3.00 Cents
12 months	2.75 Cents
14 months	2.50 Cents
15 months	2.25 Cents
16 months	2.00 Cents
18 months	1.75 Cents
20 months	1.50 Cents
21 months	1.50 Cents
24 months	1.25 Cents
30 months	1.00 Cent
36 months	1.00 Cent
42 months	1.00 Cent

- 23.3 For the purposes of paragraph 23.1 of PART C, the penalty per day shall be rounded-off as follows:

R 0 – R 500	nearest	R 5
R 501 – R 1 000	nearest	R 10
R 1001 – R 5 000	nearest	R 50
R 5 001 and above	nearest	R 100

- 23.4 Example:

$$\begin{array}{rcl}
 \text{Estimated contract value} & = & \text{R2 500 000 (excluding VAT)} \\
 \text{Contract period} & = & 12 \text{ months} \\
 & & 0.0275 \\
 \text{R2 500 000} \times & \frac{\quad}{\text{R100}} & = \text{R687-50/day}
 \end{array}$$

Therefore rounded off to the nearest R10-00 = R690-00/day

## 24 Security Measures

- 24.1 All existing security measures of the SIU and the Landlord of the Building will be maintained and adhered to during the work period.
- 24.2 At the instance of the Head of the SIU or his delegate, the bidder agrees and undertakes to take, subscribe and swear to the oath of fidelity or secrecy prescribed in regulation 3(2) of the regulations issued in terms of section 11 of the Special Investigating Units and Special Tribunals Act No 74 of 1996 (as amended) and set forth in Government Gazette No. 25024, dated 14 March 2003 (Government Notice No. R.360 of 2003). The bidder shall enforce this provision also against its workers, contracts, sub-contractors and any other person that may come onto the SIU's premises through the bidder doing this project.
- 24.3 The staff employed by the successful Bidder shall remain well behaved and will be neatly dressed in the uniform supplied by the Bidder at his/her own cost so that the staff can be clearly identified from the other staff of contractors on the premises.
- 24.4 The SIU reserves the right to order the immediate removal of a staff member or person that does not adhere to the aforementioned and the bidder must then replace that person with a suitably qualified person.

## 25 Contact Details

**Ms Minette van Rensburg:**

Bid Reference number: 01/01/2009Refurbish

Special Investigation Unit

Second Floor, East Wing, Rentmeester Park, 74 Watermeyer Street, Meyerspark, Pretoria 0184

Tel: (012) 843 0000 / 0054

Fax: (012) 843 0114 / 086 615 8860

E-mail: [mvanrensburg@siu.org.za](mailto:mvanrensburg@siu.org.za)

## Part D - Bid Process

### Time Table

Subject to the SIU's right to amend the proposed timetable by written notice to bidders given by e-mail only and subject to the provisions of paragraph 18 of PART C, above, the SIU shall work according to the following estimated timetable:

<b>Event</b>	<b>DATE (days)</b>	<b>TIME*</b>
<b>REQUEST FOR PROPOSALS</b>	As from 16 January 2009	
<b>AVAILABILITY OF TOR</b>	As from 22 January 2009	As from 08h00 to 16h00
<b>BID BRIEFING - RENTMEESTER PARK, 74 WATERMEYER STREET, MEYERSPARK, PRETORIA</b>	23 January 2009	As from 10h00 to 13h00
<b>DEADLINE FOR SUBMISSION OF REQUESTS FOR CLARIFICATIONS FROM THE SIU</b>	30 January 2009	16h00
<b>DEADLINE FOR CLARIFICATIONS TO BE ISSUED BY THE SIU</b>	04 February 2009	16H00
<b>DEADLINE FOR SUBMISSION OF PROPOSALS TO THE SIU</b>	06 February 2009	11h00
<b>COMPLETION DATE FOR EVALUATION OF TECHNICAL PROPOSALS AND THE SELECTION OF A SHORT LIST OF BIDDERS</b>	20 February 2009	16h00
<b>INTERVIEWS WITH SHORT LISTED BIDDERS AND THEIR KEY STAFF MEMBERS/EXPERTS</b>	Up to 27 February 2009	16h00
<b>FINAL EVALUATION OF BOTH TECHNICAL AND FINANCIAL/EQUITY PROPOSALS</b>	Up to 27 February 2009	16h00
<b>NOTIFICATION OF AWARD TO THE SELECTED BIDDER</b>	Up to 27 February 2009	16h00
<b>NEGOTIATIONS WITH SUCCESSFUL BIDDER</b>	Up to 27 February 2009	16h00
<b>Contract signature</b>	On or before 06 March 2009	
<b>Commencement date</b>	On or before 06 March 2009	08h00



## **PART F - Evaluation Criteria and Selection**

### **1 Introduction**

- 1.1 The responses will be evaluated using a predefined set of evaluation criteria. The evaluation criteria are designed to reflect the SIU's requirements in terms of identifying a suitable Service Provider and to ensure the selection process is transparent and afford all bidders a fair opportunity for evaluation and selection
- 1.2 Evaluation of the responses will be done in three major categories and is based on predetermined weightings.
  - 1.2.1 **Technical : 50 %:**  
The bid specification should be completed in full.  
Timelines indicated time to full completion.
  - 1.2.2 **PPPFA / B-BBEE : 10 %:**  
"Declaration of Equity" or "Declaration of B-BBEE status", as submitted in the Application for Registration as a supplier/service provider of the SIU (PART I) must be completed in full and verified, as required.
  - 1.2.3 **Price : 40 %:**  
The pricing schedule is to be completed in full.

## **PART G - Format of the Bid Submission**

Proposals should conform to the prescribed layout detailed below. Additional information may be included as appendices. Please state clearly where assumptions were made and keep responses brief and to the point.

- 1.1 The proposal must *inter alia* include the following completed documents and information

### **Section A: Bid Submission Forms:**

- 1.1.1 Application for registration as Supplier/Service Provider (See PART I to this TOR);
- 1.1.2 Application for Tax Clearance SIU.SBD2 and TCC001 (Separate to TOR);
- 1.1.3 Bid submission form (See PART H to this TOR)
- 1.1.4 General Conditions of Contract (PART J to this TOR), which is a separate document to this TOR, the contents of which are incorporated herein, as if specifically repeated. The Bidder must initial every page of PART J, for identification and acceptance purposes
- 1.1.5 One signed original of this bid submission form must be supplied, together with three copies.
- 1.1.6 Electronic versions of the bid must be presented in the Microsoft Office suite of programs

### **Section B: Executive Summary:**

- 1.1.7 The identity of the bidder or consortium
- 1.1.8 A summary of the solution being offered to meet the requirements of this bid
- 1.1.9 A summary of the key factors that differentiate the bidder and its solution (i.e. the bidder's value proposition)
- 1.1.10 A summary of why the bidder is best suited to win the bid
- 1.1.11 An outline of the framework for the project
- 1.1.12 An indication of how the bidder will Project Manage the work and especially how it will phase the work, as to be able to temporarily relocate the staff from areas to be worked on and later back to newly renovated areas, etc.;

### **Section C: Supplier (or Consortium) Information:**

- 1.1.13 Specify if the bidding entity is:
  - 1.1.13.1 Bidding on its own behalf;
  - 1.1.13.2 Acting as prime bidder for a consortium of specialist providers; and/or

- 1.1.13.3 A consortium of equal partners whereby it must be made clear to the SIU who the spokesperson is for the partnership. All consortium/joint venture members must complete the Service Bid Submission Form (PART H).
- 1.1.14 Indicate the legal status of the consortium in South Africa throughout the contract and for at least a period of two years prior to the submission of the bid.
- 1.1.15 Indicate the responsible person(s) for overall management, invoicing, etc.
- 1.1.16 In the case of a consortium:
  - 1.1.16.1 Outline the responsibilities and contribution of each party.
  - 1.1.16.2 Indicate the profit sharing arrangement in percentage terms.
- 1.1.17 Provide a brief and relevant general history, businesses, products and services offered by the bidder / each company involved in the bid as this supports the participation in such a contract.
- 1.1.18 Previous work references, in general and in doing the type of work specifically required in this project, with contact details for reference purposes.

**Section D: Organisation & Methodology:**

- 1.1.19 This section of the proposal should set out the bidder's plan for rendering the services and performing the project.
- 1.1.20 Bills of Quantity must support bids and other technical material required to explain the bidder's proposal in detail.
- 1.1.21 The bid must include a proposed program of the works to be executed
- 1.1.22 Bidders must indicate the following:
  - 1.1.22.1 Commencement date: Earliest date for contractors to commence with construction; and
  - 1.1.22.2 Practical completion: Date when all construction (including the cleaning of the project site and rubble removal off site) will be completed

**Section E: Signatures:**

- 1.1.23 This section should include the following
  - 1.1.23.1 Name, designation, contact details and signature of primary contact;
  - 1.1.23.2 Name, designation, contact details and signature of secondary contact;
  - 1.1.23.3 One or both of the above signatories must be an official able to represent and bind your company through his/her signature; and

- 1.1.23.4 The signature of a duly authorised representative of each member of the consortium/partnership/joint venture. (Proof of authority/Special Resolution to be attached to bid.

**Section F: Appendices:**

- 1.1.24 Originals/Certified copies of all documents mentioned in PART I of this TOR
- 1.1.25 Pricing schedule – firm prices, as per PART E
- 1.1.26 Bills of Quantity and price per item to support the Pricing schedule (PART E)
- 1.2 Bidders must complete all the necessary bid documents and undertakings required in this TOR.
- 1.3 Bidders are advised that their bid should be concise, written in plain English and simply presented. Excessive brochuresmanship may negatively influence the evaluation of the bid.
- 1.4 In the event of any contradiction or discrepancy between the provisions of this TOR, the subsequent contract (SCC) and the General Conditions of Contract (GCC) (PART J), then the preference shall first be given to the subsequent contract (SCC), then to the TOR (excluding any incorporation of the (GCC) PART J), and lastly to the General Conditions of Contract (GCC) (PART J).

## PART H

### 1 Service Bid submission form

**One signed original** of this bid submission form must be supplied, together with **three copies**.

Bids being submitted by a **consortium** (i.e., either a permanent, legally established grouping or a grouping, which has been constituted informally for a specific bid procedure) must follow the instructions applicable to the consortium leader and its partners.

#### 1 SUBMITTED by [i.e., the identity of the Bidder]

	Name(s) and address(es) of legal entity or entities submitting this bid
<b>Leader*</b>	
<b>Partner 2*</b>	
<b>Etc ... *</b>	

\*add / delete additional lines for consortium partners as appropriate. **Note that a sub-contractor is not considered to be a consortium partner.**

If this bid is being submitted by an individual legal entity, the name of that legal entity should be entered as 'Leader' (and all other lines should be deleted). Any change in the identity of the Leader and/or any consortium partners between the deadline for receipt of proposals indicated in the TOR and the award of the contract must be communicated to the SIU as soon as possible.

#### 2 CONTACT PERSON (for this bid)

<b>Name</b>	
<b>Organisation</b>	
<b>Address</b>	
<b>Telephone</b>	
<b>Fax</b>	
<b>e-mail</b>	

#### 3 DECLARATION(S)

As part of their bid, each legal entity identified under point 1 of this form, including every consortium partner, must submit a signed declaration using the attached format. [For consortia, the declaration of the Leader must be a signed original but those of other partners may be faxed copies].

**4 STATEMENT**

I, the undersigned,

..... (Names and Surname);

..... (Identity Number),

warrant that I am the authorise signatory of the above bidder (including all consortium partners, in the case of a consortium). In the aforementioned capacity and duly authorised hereto, I hereby declare that we have examined and accept without reserve or restriction the entire contents of the Bid Documents for the bid procedure referred to above. We offer to provide the services requested in the TOR on the basis of our bid.

[If applicable: We undertake to guarantee the eligibility of the sub-contractor(s) for the parts of the services for which we have stated our intention to subcontract.]

We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the bid procedure.

We are also aware that the consortium partners would have joint and several liability towards the SIU concerning participation in both the above bid procedure and any contract awarded to us as a result of it.

Signed on behalf of the bidder

<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	

**PART I**

**Application for Registration as Supplier/Service  
Provider/Bidder**



SIU.APPLICATION FORM

**APPLICATION FOR REGISTRATION  
AS SUPPLIER/SERVICE PROVIDER**

THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR APPLICATION BEING DISQUALIFIED)

NAME OF SUPPLIER/SERVICE PROVIDER .....

TRADING NAME OF SUPPLIER/  
SERVICE PROVIDER .....

COMPANY REGISTRATION / IDENTITY NUMBER.....

POSTAL ADDRESS .....

STREET ADDRESS (Which shall also serve as  
domicilium citandi et executandi for all  
purposes of this application and any contract for  
the procurement of goods and/or services  
arising therefrom) .....

ADDRESS OF REGISTERED OFFICE  
(If different from street address) .....

NAME OF CONTACT PERSON .....

TELEPHONE NUMBER CODE.....NUMBER.....

CELL PHONE NUMBER .....

FACSIMILE NUMBER CODE .....NUMBER.....

E-MAIL ADDRESS .....

WEBSITE DETAILS (If applicable) .....

VAT REGISTRATION NUMBER .....

INCOME TAX REFERENCE NUMBER .....

P.A.Y.E EMPLOYER'S REGISTRATION NUMBER .....

UNEMPLOYMENT INSURANCE FUND NO. ....

COMPENSATION COMMISSIONER REGISTRATION NO.....

CORE BUSINESS .....

.....

SPECIFIC EXPERTISE VESTED IN THE COMPANY .....

.....

MONETARY VALUE OF CONTRACTS INTERESTED IN .....

MAXIMUM QUANTITIES THAT CAN BE SUPPLIED .....

QUANTITY AND FREQUENCY OF DELIVERY .....

ANY OTHER INFORMATION .....

N.B. ORIGINAL OR CERTIFIED COPIES OF THE FOLLOWING DOCUMENTS MUST BE ATTACHED TO THIS APPLICATION FOR REGISTRATION AS SUPPLIER/SERVICE PROVIDER FORM:

1. REGISTRATION FORM FOR VALUE ADDED TAX (VAT);
2. REGISTRATION FORM FOR INCOME TAX;
3. REGISTRATION FORM FOR PAYE;
4. REGISTRATION FORM FOR UIF;
5. REGISTRATION FORM FOR COMPENSATION COMMISSIONER;
6. CERTIFICATION OF INCORPORATION;
7. CERTIFICATE TO COMMENCE BUSINESS;
8. TAX CLEARANCE CERTIFICATES NOT OLDER THAN 12 (TWELVE) MONTHS, WHICH ARE STILL WITHIN THEIR PERIOD OF VALIDITY;
9. CERTIFICATE ISSUED BY THE DEPARTMENT OF LABOUR IN TERMS OF SECTION 53 OF THE EMPLOYMENT EQUITY ACT NO. 55 OF 1998;
10. SHAREHOLDER CERTIFICATES;
11. IDENTITY DOCUMENT OF EACH SHAREHOLDER, MEMBER AND DIRECTOR OF THE SUPPLIER/SERVICE PROVIDER;
12. IDENTITY DOCUMENT OF EACH EMPLOYEE, AGENT, CONTRACTOR AND/OR SUB-CONTRACTOR THE SERVICE PROVIDER INTENDS TO BRING ONTO THE SIU'S PREMISES OR WHICH WOULD OTHERWISE BE INVOLVED IN THE SERVICES BEING RENDERED TO THE SIU;
13. EMPLOYMENT EQUITY PLAN;
14. ORGANISATIONAL CHART;
15. FINANCIAL REPORT FOR THE LAST FINANCIAL YEAR;
16. NUMBER OF EMPLOYEES IN SOUTH AFRICA AND ABROAD; AND  
(If you cannot provide these certificates, kindly attach explanation)

ANNUAL TURNOVER .....

FULL DETAILS OF THE SUPPLIER/SERVICE PROVIDER'S BANKERS

NAME OF BANK	TYPE OF ACCOUNT	ACCOUNT NUMBER	BRANCH DETAILS	BRANCH CODE	BANK TO CERTIFY THE CURRENCY AND CORRECTNESS OF THE BANK DETAILS SUPPLIED BY THE APPLICANT, BY PLACING BANK DATE STAMP HERE (COMPULSORY)

**OWNERSHIP**

TICK WHICHEVER BLOCK IS APPLICABLE TO YOUR BUSINESS OR FIRM AND ATTACH THE RELEVANT CERTIFIED COPY.

PUBLIC COMPANY LTD		CERTIFIED COPY OF CERTIFICATE OF INCORPORATION (CM 3)
PRIVATE COMPANY (PTY) LTD		CERTIFIED COPY OF CERTIFICATE OF INCORPORATION (CM 3)
CLOSE CORPORATION CC		CERTIFIED COPY OF CK 1 DOCUMENT AND CK 2 IF APPLICABLE
SOLE PROPRIETOR		CERTIFIED COPY OF I.D. DOCUMENT

PARTNERSHIP		CERTIFIED COPY OF PARTNERSHIP AGREEMENT AND CERTIFIED COPIES OF I.D. DOCUMENT OF EACH PARTNER
TRUST		CERTIFIED COPY OF TRUST DEED
CO-OPERATIVE		CERTIFIED COPY OF PROOF OF REGISTRATION WITH THE DIRECTORATE CO-OPERATIVES
VOLUNTARY ASSOCIATIONS		CERTIFIED COPY OF CONSTITUTION AND CERTIFIED COPIES OF I.D. DOCUMENT OF EACH MEMBER

TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS? .....

DID YOUR BUSINESS EXIST UNDER A PREVIOUS NAME? YES OR NO

IF "YES" WHAT WAS THE PREVIOUS BUSINESS NAME? .....

WHY WAS THE NAME CHANGED? .....

WHO WERE THE OWNERS, PARTNERS, MEMBERS OR SHAREHOLDERS OF THE PREVIOUS BUSINESS?

.....  
 .....

TRADE / CREDIT REFERENCES AND CONTACT DETAILS

NO.	NAME OF BUSINESS REFERENCE	CONTACT PERSON	CONTACT DETAILS AND TELEPHONE NUMBER
1.			
2.			
3.			

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SIU.SBD 2)? YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? YES/NO (IF YES ENCLOSE PROOF)

DESCRIPTION AND FULL SPECIFICATIONS OF GOODS AND/OR SERVICES GENERALLY OFFERED.  
 (If insufficient space is provided, additional pages, in typed format, may be attached to this form)

.....  
 .....  
 .....  
 .....  
 .....  
 .....  
 .....  
 .....  
 .....  
 .....

DESCRIPTION AND FULL DETAILS OF WARRANTIES EXTENDED TO THE GOODS AND/OR SERVICES OFFERED

.....

.....

.....

.....

SERVICE / CUSTOMER REFERENCES AND CONTACT DETAILS

NO.	NAME OF CUSTOMER / BUSINESS REFERENCE	TYPE OF SERVICE RENDERED	CONTACT PERSON	CONTACT DETAILS AND TELEPHONE NUMBER
1.				
2.				
3.				

SERVICE PROVIDERS ARE REQUIRED TO PROVIDE FULL DETAILS ON THE NAMES, QUALIFICATIONS AND PREVIOUS EXPERIENCE OF THE STAFF IT INTENDS UTILISING IN PERFORMING THE SERVICES TO THE SIU

NO.	FULL NAMES AND SURNAME	QUALIFICATIONS	PREVIOUS WORK EXPERIENCE AND NUMBER OF YEARS	MEMBERSHIP OF PROFESSIONAL SOCIETIES
1.				
2.				
3.				
4.				
5.				

LIST THE LAST FOUR CONTRACTS AWARDED TO THE SUPPLIER/SERVICE PROVIDER OR OTHER PREVIOUS EXPERIENCE RELATED TO THE SUPPLIER/SERVICE PROVIDER'S CORE BUSINESS

EMPLOYER/DEPARTMENT CONTACT PERSON AND TELEPHONE NO.	CONTRACT VALUE IN RAND	COMPLETED SUCCESSFULLY YES/NO	YEAR

DOES THE SUPPLIER/SERVICE PROVIDER HAVE OFFICES OR SERVICE CENTRES IN THE FOLLOWING AREAS?

- |               |        |                 |        |                  |        |
|---------------|--------|-----------------|--------|------------------|--------|
| (1) PRETORIA  | YES/NO | (2) CAPE TOWN   | YES/NO | (3) DURBAN       | YES/NO |
| (4) NELSPRUIT | YES/NO | (5) EAST LONDON | YES/NO | (6) BLOEMFONTEIN | YES/NO |
| 7) POLOKWANE  | YES/NO |                 |        |                  |        |

DESCRIPTION AND FULL DETAILS OF THE SUPPLIER/SERVICE PROVIDER'S USUAL TURN AROUND TIMES

.....

**DECLARATION OF EQUITY**

“Black People” is a generic term which means Africans, Coloureds and Indians, qualified as including only natural persons who are citizens of the Republic of South Africa by birth or descent, or are citizens of the Republic of South Africa by naturalisation

“Historically Disadvantaged Individual (HDI)” means a South African citizen

- (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) (“the interim Constitution); and/or
- (2) who is a female; and/or
- (3) who has a disability;

provided that a person who obtained South African citizenship on or after the coming into effect of the Interim Constitution, is deemed not to be a HDI

“Owned” means having all the customary elements of ownership, including the right of decision-making and sharing any risks and/or profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

LIST ALL SHAREHOLDERS BY NAME, POSITION, IDENTITY NUMBER, CITIZENSHIP, HDI STATUS AND OWNERSHIP, AS RELEVANT.

Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	* HDI and other Status (Answer Yes, where applicable)				% of business/enterprise owned
				No franchise prior to elections	Black People	Women	Disabled	

PLEASE INDICATE ANY OWNER WHO HAS A CONTROLLING OWNERSHIP INTEREST IN ANOTHER BUSINESS

NAME OF OWNER	NAME AND ADDRESS OF OTHER BUSINESS, INCLUDING ANY TRADING NAME	POSITION HELD IN OTHER BUSINESS	% OF OWNERSHIP IN OTHER BUSINESS	TYPE OF BUSINESS CONDUCTED BY OTHER BUSINESS

**EQUITY OWNERSHIP CLAIMED:**

Equity Ownership will be awarded as follows:

Categories of Equity Ownership of Service Provider	90/10 Score	90/10 Points	80/20 Points	80/20 Points
HDI equity ownership	6		12	
Women equity ownership	3		6	

Disability equity ownership	1		2	
Grand Total	10	Out of 10	20	Out of 20

The points awarded in respect of each of the aforementioned facets of equity ownership (HDI, Women and Disabled) shall be calculated by means of the following formula:

$$NEP = NOP \times \frac{EP}{100}$$

Where:

NEP = Points awarded for equity ownership in each category of equity ownership;

NOP = The maximum number of points awarded for equity ownership in that specific category

EP = the percentage equity ownership in each category of equity ownership within the enterprise or business.

OWNERSHIP	PERCENTAGE (%)	POINTS CLAIMED 90/10	POINTS CLAIMED 80/20
Equity ownership by persons who had no franchise in the national elections			
Equity ownership by women			
Equity ownership by disabled persons*			

\*If points are claimed for disabled persons, indicate nature of impairment

.....

**DECLARATION OF B-BBEE STATUS  
UNDER THE BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT  
NO. 53 OF 2003**

“black people” is a generic term which means Africans, Coloureds and Indians, qualified as including only natural persons who are citizens of the Republic of South Africa by birth or descent, or are citizens of the Republic of South Africa by naturalisation;

“broad-based black economic empowerment” means the economic empowerment of all black people including women, workers, youth, people with disabilities and people living in rural areas through diverse but integrated socio-economic strategies

“Verification Certificate” refers to the B-BBEE Verification Certificate issued by the Verification Agency which reflects the overall B-BBEE Status of a Measured Entity and Scoring allocated for each Scorecard Element verified in respect of the measured entity

“Verification Report” refers to the Report issued by the Verification Agency, which provides the detailed scores of each element reflected in the Verification Certificate and B-BBEE Status awarded to the measured entity.

1. Have your company been independently rated for the B-BBEE status? :     Yes \_\_\_\_\_ NO \_\_\_\_\_
2. Who rated your company’s B-BBEE status / who was your company’s Verification Agency?  
 Verification Agency’s Name: .....  
 Verification Agency’s Company Registration no.: .....  
 Postal address of Verification Agency: .....  
 .....  
 Physical address of Verification Agency: .....  
 .....  
 Contact telephone number of Verification Agency: .....
3. Is the Verification Agency registered and accredited to conduct B-BBEE status ratings by the South African National Accreditation System (“SANAS”) on behalf of the Department of Trade and Industry (“DTI”)?  
 Yes \_\_\_\_\_ NO \_\_\_\_\_
4. Verification Agency’s SANAS Accreditation number: .....
5. On what date was your Verification Agency accredited by SANAS to conduct B-BBEE status verification and ratings?  
 .....
6. B-BBEE Rating: .....
7. Please attach a certified copy of the Verification Agency’s Verification Certificate
8. Please attach a certified copy of the Verification Agency’s Verification Report

9. Did the Verification Agency strictly apply the Guidelines set out in the Verification Manual (GN 776 as published in Government Gazette No. 31255 of 18 July 2008, as amended from time to time), in preparing your company's B-BBEE status verification certificate?  
Yes \_\_\_\_\_ NO \_\_\_\_\_
10. Be Warned: Any Verification Agent who issues a Verification Certificate without applying the Guidelines set out in the Verification Manual shall be guilty of unprofessional conduct and the DTI may recommend that it lose its Accreditation with SANAS. In addition hereto, please be advised that any misrepresentation concerning your company's B-BBEE status will constitute fraud against the SIU and will be prosecuted
11. What type of enterprise are you or what is your annual Total Revenue: Please mark with X

CRITERIA / ANNUAL TOTAL REVENUE	YOUR SELECTION (X)	TYPE OF ENTERPRISE	B-BBEE STATUS ACCORDING TO YOU
12 months or less from the enterprise's formation or incorporation, irrespective of annual Total Revenue		Start-up enterprises One	Level Four (4) Contributor
<ul style="list-style-type: none"> <li>▪ Sufficient evidence of qualification is an auditor's certificate or similar certificate issued by an accounting officer or Verification Agency. Please attach a certified copy of the Auditor's certificate or certified copy of a similar certificate issued by an accounting officer or Verification Agency</li> <li>▪ Start-up enterprises must be measured as Exempted Micro-Enterprises for the first year following their formation or incorporation. Exempted Micro-Enterprises/Start-up Enterprises are deemed to have B-BBEE Status of "Level Four (4) Contributor" having a B-BBEE procurement recognition of 100%.</li> <li>▪ Despite the aforementioned, Start-up Enterprises must submit a QSE Scorecard when tendering for any contract with a value higher than R5 million, but less than R35 million. For contracts above R35 million, Start-up Enterprises must submit the generic scorecard. The preparation of such scorecards must use annualised data.</li> </ul>			
12 months or less from the enterprise's formation or incorporation, irrespective of annual Total Revenue		Start-up enterprises Two	Level Three (3) Contributor
<ul style="list-style-type: none"> <li>▪ Despite the aforementioned, an Exempted Micro-Enterprise/Start-up enterprise qualifies for a promotion to a B-BBEE Status of "Level Three (3) Contributor" having a B-BBEE procurement recognition of 110%, if it is more than 50% owned by black people or by black women (To qualify, you must complete the Declaration of Equity, above).</li> <li>▪ Despite the aforementioned, Start-up Enterprises must submit a QSE Scorecard when tendering for any contract with a value higher than R5 million, but less than R35 million. For contracts above R35 million, Start-up Enterprises must submit the generic scorecard. The preparation of such scorecards must use annualised data.</li> </ul>			
12 months or less from the enterprise's formation or incorporation, irrespective of annual Total Revenue		Start-up enterprises Three	Level ..... (....) Contributor
<ul style="list-style-type: none"> <li>▪ Exempted Micro-Enterprises are allowed to be measured in terms of the Qualifying Small Enterprise (QSE) QSE scorecard (the QSE statements in Code 800), should they wish to maximise their points and move to the next procurement recognition level.</li> </ul>			
Annual total revenue < R5 Million		Qualifying as an Exempted Micro-Enterprises One	Level Four (4) Contributor
<ul style="list-style-type: none"> <li>▪ Sufficient evidence of qualification as an Exempted Micro-Enterprise is an auditor's certificate or similar certificate issued by an accounting officer or Verification Agency. Please attach a certified copy of the Auditor's certificate or certified copy of a similar certificate issued by an accounting officer or Verification Agency</li> <li>▪ Any enterprise with an annual Total Revenue of R5 million or less qualifies as an Exempted Micro-Enterprises.</li> <li>▪ Exempted Micro-Enterprises are deemed to have B-BBEE Status of "Level Four (4) Contributor" having a B-BBEE procurement recognition of 100%.</li> <li>▪ Despite the aforementioned, an Exempted Micro-Enterprise must submit a QSE Scorecard when tendering for any contract with a value higher than R5 million, but less than R35 million. For contracts above R35 million, Exempted Micro-Enterprise must submit the generic scorecard. The preparation of such scorecards must use annualised data.</li> </ul>			
Annual total revenue < R5 Million		Qualifying as an Exempted Micro-Enterprises Two	Level Three (3) Contributor
<ul style="list-style-type: none"> <li>▪ Despite the aforementioned, an Exempted Micro-Enterprise qualifies for a promotion to a B-BBEE Status of "Level Three (3) Contributor" having a B-BBEE procurement recognition of 110%, if it is more than 50% owned by black people or by black women (To qualify, you must complete the Declaration of Equity, above).</li> <li>▪ Despite the aforementioned, an Exempted Micro-Enterprise must submit a QSE Scorecard when tendering for any contract with a value higher than R5 million, but less than R35 million. For contracts above R35 million, Exempted Micro-Enterprise must submit the generic scorecard. The preparation of such scorecards must use annualised data.</li> </ul>			
< R5 Million		Qualifying as an Exempted Micro-Enterprises Three	Level ..... (....) Contributor
<ul style="list-style-type: none"> <li>▪ Exempted Micro-Enterprises are allowed to be measured in terms of the Qualifying Small Enterprise (QSE) QSE scorecard (the QSE statements in Code 800), should they wish to maximise their points and move to the next procurement recognition level.</li> </ul>			
Between R5 and R35 Million		Qualifying Small Enterprise	Level ..... (....)

		(QSE)	Contributor
<ul style="list-style-type: none"> <li>▪ Qualifying Small Enterprise must select any four of the seven Elements of B-BBEE for the purposes of measurement under the Qualifying Small Enterprise Scorecard contained in Code 800. Where a Qualifying Small Enterprise does not make a selection, its four best element scores will be used for the purposes of measurement.</li> <li>▪ Sufficient evidence of qualification as a Qualifying Small Enterprise is an auditor's certificate or similar certificate issued by a Verification Agency. Please attach a certified copy of the Auditor's certificate or certified copy of a similar certificate issued by the Verification Agency</li> </ul>			
> R35 Million		Other Enterprises	Level ..... (....) Contributor
<ul style="list-style-type: none"> <li>▪ The Generic Scorecard is used as the basis for measuring the B-BBEE compliance of Other Enterprises</li> <li>▪ Sufficient evidence of qualification as an Other Enterprise is an auditor's certificate or similar certificate issued by a Verification Agency. Please attach a certified copy of the Auditor's certificate or certified copy of a similar certificate issued by the Verification Agency</li> </ul>			

The following table represents the Generic Scorecard and contains the:

- (a) elements of the scorecard;
- (b) weightings, and
- (c) the Code series reference that specify the mechanisms for measurement and calculation of each of the Elements of the scorecard (Code series 100 - 700).

ELEMENT	YOUR SCORE	WEIGHTING	CODE SERIES REFERENCE
Ownership		20 points	100
Management control		10 points	200
Employment equity		15 points	300
Skills development		15 points	400
Preferential procurement		20 points	500
Enterprise Development		15 points	600
Socio-Economic Development initiatives		5 points	700

Based on the overall performance of a Measured Entity using the Generic Scorecard it receives one of the following B-BBEE Status:

B-BBEE STATUS	QUALIFICATION	B-BBEE RECOGNITION LEVEL
Level One Contributor	=100 points on the Generic Scorecard	135%
Level Two Contributor	=85 but <100 on the Generic Scorecard	125%
Level Three Contributor	=75 but <85 on the Generic Scorecard	110%
Level Four Contributor	=65 but <75 on the Generic Scorecard	100%
Level Five Contributor	=55 but <65 on the Generic Scorecard	80%
Level Six Contributor	=45 but <55 on the Generic Scorecard	60%
Level Seven Contributor	=40 but <45 on the Generic Scorecard	50%
Level Eight Contributor	=30 but <40 on the Generic Scorecard	10%
Non-Compliant Contributor	<30 on the Generic Scorecard	0%

#### DECLARATION OF INTEREST

1. Any legal person, including persons employed by the Special Investigating Unit (herein after referred to as the "principal"), or persons having a kinship with persons employed by the principal, including a blood relationship, may apply for registration as a supplier or service provider. In view of possible allegations of favouritism, was the application for registration as a supplier or service provider to be granted to persons employed by the principal, or to persons connected with or related to them, it is required that the supplier and/or service provider or his/her authorised representative declare his/her position in relation to the principal and/or take an oath declaring his/her interest, where-
  - the supplier/service provider is employed by the principal; and/or
  - the legal person on whose behalf the application form is signed, has a relationship with persons/a person who are/is members of the principal, or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are members of the principal.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the application for registration.
  - 2.1 Are you or any person connected with the applicant, employed by the principal? YES/NO

- 2.2 If so, state particulars.  
 .....  
 .....
- 2.3 Do you, or any person connected with the supplier/service provider, have any relationship (family, friend, other) with a person employed by the principal? YES/NO
- 2.4 If so, state particulars.  
 .....  
 .....
- 2.5 Are you, or any person connected with the supplier/service provider, aware of any relationship (family, friend, other) between the supplier/service provider and any person employed by the principal? YES/NO
- 2.6 If so, state particulars.  
 .....  
 .....
- 2.7 I/We hereby irrevocably acknowledge, agree and consent thereto that the SIU may, within its absolute discretion and at any time prior to the conclusion of a contract with the service provider/supplier and/or at any time thereafter, require the service provider/supplier and its staff:  
 2.7.1. assigned to performing the service for or supplying the goods to the SIU;  
 2.7.2. that may be brought onto the premises of the SIU;  
 2.7.3. that may have or otherwise gain access to any information and/or assets of the SIU; and/or  
 2.7.4. that may have any contact or interaction with members/employees of the SIU,  
 to sign Oaths of Confidentiality and may even require such persons to consent to be subjected to the SIU's internal integrity vetting processes, which *inter alia* require full disclosure of personal information, consent to information verification, criminal record checks and credit checks. Should the SIU, in its absolute discretion, feel that a specific member of the service provider/supplier's staff constitute or could potentially constitute a risk to the SIU or its operations, the SIU may require the service provider/supplier to replace that staff member with an acceptable staff member of equal and similar skills and experience. The SIU shall not provide feedback of any internal integrity vetting process and/or reasons for any decision taken by the SIU and the service provider/supplier and its staff members hereby irrevocably waive any right to request such information and/or reasons.
- 2.8 I/we choose domicilium citandi et executandi in the Republic as indicated earlier in this Application for Registration as a Supplier/Service Provider.
- 2.9 I/We hereby accept full responsibility, as Principal(s), for the proper execution and fulfilment of all obligations and conditions devolving on me/us under any resulting and/or subsequent contract concluded with the SIU.
- 2.10 I/We hereby declare that I/We have read and understand all the provisions of this application form and the documents attached hereto, if any, and agree to be bound by the stated terms and conditions.
- 2.11 Are you duly authorised to sign this application on behalf of the service provider/supplier?  
 \* YES / NO
- DECLARATION OF THE SERVICE PROVIDER'S/SUPPLIER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**
- 2.12 Is the service provider/supplier or any of its partners, directors, members, shareholders or joint venture partners currently listed on the National Treasury's database or have they ever been so listed, as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram parte* rule was applied).  
 \* YES / NO
- 2.13 If your answer to paragraph 2.13 was yes, then please provide full details of the restriction and surrounding circumstances.  
 .....
- 2.14 Is the service provider/supplier or any of its partners, directors, members, shareholders or joint venture partners listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)? (To access this Register enter the National Treasury's website, [www.treasury.gov.za](http://www.treasury.gov.za). Click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326-5445  
 \* YES / NO
- 2.15 If your answer to paragraph 2.15 was yes, then please provide full particulars.

2.16 Was the service provider/supplier or any of its partners, directors, members, shareholders or joint venture partners convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?

\* YES / NO

2.17 If your answer to paragraph 2.17 was yes, then please provide full particulars.

2.18 Was any contract between the service provider/supplier and an organ of state terminated during the past five years on account of failure to perform on or comply with the contract, or was any demand made or other legal proceedings instituted against the supplier/service provider for breach of contract, irrespective whether such demand or legal proceedings resulted in the termination of the contract or not?

\* YES / NO

2.19 If your answer to paragraph 2.19 was yes, then please provide full particulars.

#### GENERAL DECLARATION

I/We acknowledge, agree and consent that my/our signature/ commissioning/ affirmation of the SIU's Application for Registration as Supplier/Service Provider shall constitute full acceptance of all the terms and conditions hereof.

I/we, the undersigned, who warrants that I/we am/are duly authorised to do so on behalf of the supplier/service provider, certify that:

- (i) All the information provided in this application form is in all respects complete, true and correct;
- (ii) The Equity ownership claimed and B-BBEE information is complete, true and correct;
- (iii) The Declaration of the service provider's/supplier's past Supply Chain Management practices is truthful, correct, comprehensive and that everything has been declared, which may influence the SIU's decision;
- (iv) The Declaration of Interest is truthful, correct, comprehensive and that everything has been declared, which may influence the SIU's decision;
- (v) The SIU has the supplier/service provider's consent, at all times, to contact and request information from any person, credit bureau, its auditors, its Verification Agency, its trade references and bankers, or businesses, including those mentioned in this application form and to obtain any information relevant to the supplier/service provider and/or this form;
- (vi) I/we shall update the information supplied, as and when necessary, in order to ensure the continued accuracy of the above information;
- (vii) In the event of a contract being awarded by virtue of the information provided in this application form or the equity ownership stated, the supplier/service provider may be required to furnish documentary proof to the satisfaction of the SIU that the information is and remains correct;
- (viii) If the information provided in this application form or any information provided by the supplier/service provider are found to be false, misleading, incorrect, incomplete, exaggerated or outdated and/or should the service provider/supplier and/or any of its staff refuse/neglect to comply with the provisions of paragraph 2.7, above or any request received from the SIU in relation thereto, then the SIU may, in addition to any other remedy it may have –
  - (a) disqualify the supplier/service provider for a particular tender/contract/project it may be considered for, or which had been awarded to the supplier/service provider;
  - (b) recover costs, losses or damages it has incurred or suffered;
  - (c) cancel any resulting, subsequent and/or relevant contract concluded between the service provider/supplier and the SIU, without such cancellation constituting a breach or repudiation by the SIU of that contract;
  - (d) claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (e) delete the supplier/service provider's particulars from the SIU's Supplier Database;
  - (f) restrict the supplier/service provider, its shareholders and directors from obtaining business from the Government for a period not exceeding 10 years; and/or
  - (g) impose a financial penalty on the supplier/service provider of thirty percent (30%) of the full contract value (inclusive of VAT), which I/we hereby irrevocably accept and consent to, on behalf of the supplier/service provider, even though such an agreed penalty may be more severe than the theoretical financial prejudice the SIU may have or could potentially suffer or the theoretical preference associated with the claim which was made in the bid. The amount of such agreed penalty is to be viewed either as an agreed penalty, or as agreed damages, or as liquidated damages suffered by the SIU. It will not be necessary for the SIU to prove that it indeed suffered any damages and the SIU will be entitled to such penalty, even in the event that it had suffered no damages and it will further not be necessary for the SIU to prove any amount or quantum of such damages, if any.

DATED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
DEPONENT  
SIGNATURE OF SUPPLIER/  
SERVICE PROVIDER/BIDDER

\_\_\_\_\_  
FULL NAMES OF PERSON  
REPRESENTING SUPPLIER/  
SERVICE PROVIDER/BIDDER

\_\_\_\_\_  
OFFICIAL CAPACITY OF PERSON WITH  
SUPPLIER/SERVICE PROVIDER/BIDDER

Signed and affirmed to, before me at, \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ year \_\_\_\_\_, by the deponent who has acknowledged that he/she knows and understands, the contents of this document, and he/she has acknowledged that he/she has no objection to affirming, that he/she regards the affirmation to be binding on his/her conscience.

\_\_\_\_\_  
COMMISSIONER OF OATHS

FULL NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

CAPACITY: \_\_\_\_\_

AREA: \_\_\_\_\_

## PART J

### GENERAL CONDITIONS OF BID AND CONTRACT

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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#### General Conditions of Bid and Contract

1. Definitions
  1. The following terms shall be interpreted as indicated:
    - 1.1 "Bidder" or "bidders" means the organization, enterprise, entity, business or person(s) that was requested or actually submitted a bid, tender or quotes (whether in writing or verbally) to render certain services or sell certain goods to the purchaser, whether or not such bidder was awarded the contract, and may correspond or be interchanged with service provider or supplier or seller.
    - 1.2 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
    - 1.3 "Contract" means the written agreement entered into between the SIU and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
    - 1.4 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
    - 1.5 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
    - 1.6 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

- 1.7 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.8 "Day" means calendar day.
- 1.9 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.10 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.11 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.12 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.13 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the SIU in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.14 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.15 "GCC" means the General Conditions of Contract.
- 1.16 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the SIU under the contract.
- 1.17 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.18 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.19 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21 "Project site" where applicable, means the place indicated in bidding documents.
- 1.22 "Purchaser" means the organization to whom services are to be rendered or who will be purchasing the goods, and may correspond or be interchanged with SIU.
- 1.23 "Republic" means the Republic of South Africa.
- 1.24 "SCC" means the Special Conditions of Contract.
- 1.25 "Services" means any professional, technical or functional services to be rendered to the purchaser and shall specifically include those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26 "SIU" means the Special Investigating Unit, established on 31 July 2001 by Proclamation No. R.118, 2001 in terms of Section 2 of Act No. 74 of 1996 (as amended), and may correspond or be interchanged with Purchaser.
- 1.27 "Technical material" shall include any designs, models, technical drawings, working drawings, plans, patterns, samples and/or sketches.
- 1.28 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
2. **Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights or the purchase of goods.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall prevail.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the SIU shall not be liable for any expense incurred in the preparation and submission of a bid or in the production and supply of any technical material or any other bid requirements. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za).
- 3.3 Unless the SIU directs otherwise, bids are invited in the Republic of South Africa only.
- 3.4 The bid number must not appear on any envelope, unless that envelope contains the bid itself. In particular, the bid number must not appear on an envelope containing a request for bid documents.
- 3.5 Unless the bid documentation specifies a longer period, all bids submitted shall remain valid and binding upon the bidder/supplier for a period of not less than sixty (60) days, calculated from the closing date and time for the bids, as indicated in the invitation to bid.
- 3.6 Despite any provisions to the contrary, the SIU shall be entitled, at any stage, to withdraw the invitation to bid and cancel the procurement process in the applicable matter, without awarding any contract.
- 3.7 Bids close on the date and time specified in the invitation to bid (herein after referred to as the "closing time"), unless such closing time falls on a Saturday, Sunday or Public Holiday, in which event the bids may be lodged up to 11h00 on the following working day.
- 3.8 The SIU shall, within its absolute discretion, be entitled to extend the closing date of any invitation to bid, in which event the SIU shall under no circumstances whatsoever be responsible for any loss occasioned by such extension to any bidders or prospective bidder. All bidders who have by then lodged their bids will be advised of the extension and requested to extend the acceptance date of their bids.
- 3.9 Unless the closing date of the invitation to bid has been extended, the acceptable bids will be opened at the time and at the place specified in the invitation to bid, and in the presence of any bidders and any other persons present. If so requested, at the time of opening of bids, the names only of the bidders will be read out.
- 3.10 The bidders agree that the financial standing of bidders, including their credit records, history of contractual performance, reference checks, as well as their ability to comply with their obligations in terms of the bid and the authenticity of all information supplied in the bid may be examined and/or verified by the SIU before any bid is considered for acceptance. In this regard, the bidders consent to, indemnify and hold the SIU harmless against any claims or demands, which may arise, from the said examination and/or verification.
- 3.11 The bidders accept that the SIU is not obliged to accept the lowest or any bids.
- 3.12 The bidders understand and accept that, in comparing bids, the prices are brought to a comparative level, by the making of adjustments, having regard to references, if any, as well as implied contract price adjustments. The SIU shall also compare the bids based on functionality.
- 4. Standards**
- 4.1 The goods supplied or the services rendered shall conform to the standards mentioned in the bidding documents and specifications.
- 4.2 The bidders confirm that they have satisfied themselves as to the correctness and validity, in all respects, of their bids, that the price(s) and rates(s) quoted cover all the requirements specified in the bid documents or generally associated with bids of that nature, and that the price(s) and rates(s) cover all their obligations under a resulting contract and the bidders accept that any mistakes regarding price(s) and calculations or any other mistakes will be at the risk of the bidders.
- 5. Use of contract documents and information.**
- 5.1 The supplier shall not, without the SIU's prior written consent, disclose the contract, or any provision thereof, or any technical material furnished by or on behalf of the SIU in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the SIU's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the SIU and shall be returned (all copies) to the SIU on completion of the supplier's performance under the contract if so required by the SIU.
- 5.4 The supplier shall permit the SIU to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the SIU, if so required by the SIU.
- 5.5 The supplier understands that the failure to submit a bid signed in ink or to complete the full set of bid documents, certificates, questionnaires and specification forms in all respects, will disqualify the bid.
- 5.6 The *pro forma* wording of the bid documents, the GCC and the SCC may not be retyped, amended, supplemented or changed in any way whatsoever and the bid itself may not be materially qualified by any conditions of bid, dictated by the supplier. Any breach by the supplier of the provisions of this clause:-
- 5.6.1 will cause the bid to be disqualified; or
- 5.6.2 where a contract has been concluded, such contract may summarily be cancelled by the SIU, with full reservation of any and all of the SIU's rights.
- 5.7 Where technical material is not submitted, as requested in the invitation to bid or bid documents, such bid will be disqualified. Irrespective whether the supplier's bid is accepted or declined, any technical material provided to the SIU, as part of the bid or any subsequent contract shall, under no circumstances, be returned to the supplier and may be disposed off or archived, as the SIU deem appropriate.
- 5.8 Where the bid is accepted by the SIU based on technical material provided, such technical material shall become the technical plans as specified in the subsequent contract. Should the SIU, for the purposes of the contract, require further and/or more detailed technical plans or material, such plans and material shall be provided by the supplier, at the supplier's own expense and risk.
6. Patent rights
- 6.1 The supplier shall indemnify the SIU against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the SIU.
7. Performance security
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the SIU the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the SIU as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the SIU and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the SIU's country or abroad, acceptable to the SIU, in the form provided in the bidding documents or another form acceptable to the SIU; or
- (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the SIU and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
8. Inspections, tests and analyses
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the SIU or an organization acting on behalf of the SIU.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the SIU shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the SIU.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the SIU may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the SIU to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
- 9. Packing**
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the SIU.
- 10. Delivery and documents**
- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.
- 11. Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental services**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the SIU's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the SIU may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:

- (i) Advance notification to the SIU of the pending termination, in sufficient time to permit the SIU to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the SIU, the blueprints, drawings, and specifications of the spare parts, if requested.

## 15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the SIU's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) 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, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The SIU shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the SIU.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the SIU may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the SIU may have against the supplier under the contract.
- 15.6 The parties and the signatories hereto warrant that the parties have all the necessary powers and have obtained all necessary authorisations, consents and approvals to enter validly and lawfully into this agreement and the signatories by their signatures appended at the foot hereof warrant that they have the necessary authority to enter into this agreement on behalf of their principles, i.e. the parties hereto. Should the bidder refuse and or neglect to accept the terms and conditions of the contract, as entered into by the representative of the bidder, then the person signing the contract on behalf of the bidder shall be personally liable, jointly and severally with the bidder for due performance by the bidder of the terms and conditions of the contract.

## 16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the SIU with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the SIU, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## 17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the SIU's request for bid validity extension, as the case may be.

## 18. Contract amendments

- 18.1 This GCC, as read with any applicable SCC, the invitation to bid, the bid documents and the applicable technical material (herein collectively referred to as the "contract") constitutes the whole agreement between the SIU and the bidders/suppliers and supersedes any other agreements that may have been made between them. No warranties of representations, whether express or implied, not stated herein shall be binding on the parties.
- 18.2 No variation, modification or waiver of the terms of the contract or of this clause shall in any way be of any force or effect unless reduced to writing and signed by each of the parties.
- 18.3 If any provision of the contract is held to be invalid, illegal or unenforceable, in whole or in part, such provision shall be deemed not to form part of the contract, and will not affect the enforceability of the remainder of the provisions hereof, provided that if any such deletion substantially affects or alters the commercial basis of the contract, the parties shall negotiate in good faith to amend and modify the remaining provisions of the contract to the extent necessary or desirable in the circumstances.

19. **Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the SIU's prior written consent.
20. **Subcontracts**
- 20.1 The supplier shall notify the SIU in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. **Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the SIU in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the SIU in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the SIU shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the SIU shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
22. **Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to render the services within the period(s) specified in the contract, the SIU shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty as otherwise provided for in the SCC and/or the TOR (See paragraph 23 of PART C to the TOR). The SIU may also consider termination of the contract pursuant to GCC Clause 23.
23. **Termination for default**
- 23.1 The SIU, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods or fail to render the agreed services within the period(s) specified in the contract, or within any extension thereof granted by the SIU pursuant to GCC Clause 21.2;
  - (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the SIU, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the SIU terminates the contract in whole or in part, the SIU may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the SIU for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partially exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1 the name and address of the supplier and/or person restricted by the purchaser;
- 23.6.2 the date of commencement of the restriction;
- 23.6.3 the period of restriction; and
- 23.6.4 the reason for the restriction.
- The details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register of Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five (5) years and not more than ten (10) years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
24. **Anti-dumping and countervailing duties and rights**
- 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the SIU is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the SIU or the SIU may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
25. **Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the SIU in writing of such condition and the cause thereof. Unless otherwise directed by the SIU in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26. **Termination for insolvency**
- 26.1 The SIU may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the SIU.
27. **Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the SIU and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the SIU or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the SIU shall pay the supplier any monies due the supplier.
28. **Limitation of liability**
- 28.1 Subject to the penalty provided for in clause (viii)(g) under the heading "GENERAL DECLARATION" of the SIU's Application for Registration as Supplier/Service Provider/Bidder (PART I), the penalties provided for under GCC Clauses 22 and 23, the provisions of paragraph 23 of PART C of the TOR and any conditions to the contrary in the SCC, except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the SIU, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the SIU; and
  - (b) the aggregate liability of the supplier to the SIU, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. **Governing language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. **Applicable law**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. **Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 31.3 The bidder hereby irrevocably appoints the SA Post Office Ltd. as its agent, and delivery of any acceptance of a bid, letter or other notice to the SA Post Office Ltd shall be deemed effective delivery to the bidder.
32. **Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the SIU's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the SIU.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the SIU must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. **National Industrial Participation Programme (NIPP)**

- 33.1 The NIP Programme administered by the Department of Trade and Industrial Industry shall be applicable to all contracts that are subject to the NIP obligation.