



**Special Investigating Unit**  
POISED TO STRIKE AGAINST CORRUPTION



## INVITATION TO BID (SBD 1) on procurement requirements

**YOU ARE HEREBY INVITED TO BID FOR THE FOLLOWING SPECIFIED  
SUPPLY REQUIREMENTS**

BID NUMBER	<b>RFP:001/08/2020</b>
PROJECT NAME	<b>Provision of Internal Audit Services in a Co-Sourced Capacity.</b>
CLOSING DATE AND TIME	<b>02 September 2020 @ 11:00am</b>
CONTRACT PERIOD	Two (2) years with an option to extend the contract, at the Special Investigating Unit's ("SIU") sole discretion, and subject to acceptable performance levels of the appointed service provider, by a period of twelve (12) months.

### BID DESCRIPTION

#### **Provision of Internal Audit Services in a Co-Sourced Capacity**

Bidders must sign the last signature page of the SBDs form validating all documents included in the response to this invitation.

The successful bidder will sign the written Contract Form (SBD 7) with the SIU once the delegated authority has approved the award of the contract.

<b>BIDDER'S NAME:</b>	
<b>B-BBEE LEVEL:</b>	<b>LEVEL</b> _____
<b>BIDDER'S CONTACT DETAILS:</b>	<b>TEL/MOBILE:</b> <b>EMAIL:</b>
<b>NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) NUMBER:</b>	<b>MAAA</b> _____
<b>PREFERENTIAL PROCUREMENT SYSTEM APPLICABLE:</b>	<b>80/20</b>
<b>Validity Period from Date Of Closure:</b>	<b>120 days</b>

<b>BID DOCUMENTS ARE TO BE DEPOSITED IN THE BID/TENDER BOX AT THE SIU HEAD OFFICES:</b>	
<p><b>AND ADDRESSED AS FOLLOWS:</b></p> <p><b>SPECIAL INVESTIGATING UNIT (SIU)</b>  1<sup>st</sup> Floor  74 Watermeyer Street  Rentmeester Building  Meyers Park  Pretoria  0184</p> <p><i>The bid should be deposited inside the designated bid box before the closing date and time, failure will result in disqualifications</i></p> <p>Bids are not to be delivered to any other SIU office but for the above address.</p>	<p>Bidders are required to clearly state the Bid Name, Bid Number and Bidder's (organization) Name, Postal Address, Contact Name, Telephone Number and email address.</p> <p><b>Note:</b> The closing time is as per the clock watch at the SIU reception. Time in this bid is based on 24 hours clock system.</p>
<p>Bidders must ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. Bidders must ensure that they sign off the submission register at the SIU's reception when delivering their proposal. Failure to sign the bid may result in the bid being disqualified/disadvantaged. Bidders must advise their respective couriers/drivers of the above instruction(s) to avoid misplacement of bid.</p> <p>For those that prefer to use post office, they are required to follow up and to make sure that the bid is received and deposited in the tender box on or before the closing date and time.</p>	
<p>Bidders are required to deliver their bid to the correct address timeously in order for the SIU to consider it. The SIU will not consider the bids received later than stipulated closing date and time. <b>Late bids will be returned to the bidder/not accepted at all.</b></p>	
<p>Bidders must submit their bid response on the official bid invitation forms (<b>NOT TO BE RE- TYPED</b>) with additional information provided on attached supporting schedules. The SIU provides the checklist "Returnable Documents" at the end of the bid invitation of all required documentation with certain documentation mandatory for entering the evaluation phase.</p> <p>Non-submission of these marked documents on Table 1 will lead to disqualification of the bidders.</p>	
<b>BID OPENING PROCEDURE</b>	
<p>There will be a public bid opening of the bids received on 02 September 2020 after the closing time, 11h00am. The bidder's name and B-BBEE status level will be read out to those who are present and, same information will be published on the SIU website (<a href="http://www.siu.org.za">www.siu.org.za</a>). <b>The bidders' proposal should be marked with the Bid number, Project name and Bidder's name. The financial offer will not be part of the bid opening.</b></p>	

<b>REJECTION OF BIDS</b>	
	SIU reserves the right to reject submitted proposal if deemed necessary. Should it be discovered by the SIU that the bidder did not act in good faith and/or has provided incorrect/false information and/or has in general declared incorrectly/falsely, SIU reserves the right to disqualify or reject the bid and to take any further action deemed necessary in such circumstances.
	The SIU reserves the right to disqualify a bid proposal if the bidders' proposal is not compliant with the scope of work/terms of reference,
	The bidder is subjected to due-diligence process which includes, screening, vetting, and/or any best practice that may subject SIU to comply to including its Policies and Procedures.
	The SIU reserves the right to disqualify a bid if the bidder fails to provide reasonable request (s) within reasonable timelines this includes the set deadline per request,
	Bid rigging/collusive behavior by the bidder will result in disqualification. A bidder is not permitted to submit proposal from more than one registered company with a common director/shareholder.
	This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations - 2017.
	This bid is subject to the general Conditions Contract and Special Conditions Of Contract as stipulated in this invitation.
	By signing and submitting this Bid, the SIU accepts that the Bidder has read and accepted these Conditions of Contract.
<b>REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD):</b>	
	<p>The bidder must register on the National Treasury's Central Supplier Database in order to do business with an organ of state or for the SIU to award a bid or contract. Registration on the CSD (<a href="http://www.csd.gov.za">www.csd.gov.za</a>) provides a bidder with an opportunity to do business with all state organizations including provincial and municipal levels.</p> <p>National Treasury Contact Details: 012 406 9222 or email <a href="mailto:csd.support@treasury.gov.za">csd.support@treasury.gov.za</a></p>
<b>SETS OF BID DOCUMENTS REQUIRED</b>	
Number of ORIGINAL documents for contract signing	1
<p>Bidders must submit the bid in a hard copy format (paper document) to the SIU. The hard copy of these original sets of bid documents serve as the legal bid contract document and the master record between the bidder and the SIU. The bidder is required to attach originals or certified copies of any certificates stipulated in this document to these original sets of bid documents.</p> <p>Any discrepancy between the evaluation copies and the master (original) record, the master record will supersede the copy (s). Any discrepancy between the original sets deposited to the SIU and that kept by the bidder, the original set deposited with the SIU is the master contract for both parties.</p>	
Number of EVALUATION copy:	2

	Bidders must mark documents as either “ <b>Original</b> ” or “ <b>Copy for evaluation</b> ” and number all pages sequentially. The bidder is required to group documents into “PROPOSAL” and “PRICING” Sections	
	Two envelope system required	YES
	<p>The objective of the exercise is to evaluate the Proposals Section without reference to the Price Section ensuring both sections are evaluated fairly and in an unbiased manner.</p> <p>The first envelope holds all documents excluding the SBD3.1 and detailed supporting pricing documentation. The second envelope holds the SBD3.1 and the detailed supporting pricing documentation. (An outer envelope encloses both envelopes that have the envelope addressed as stated in this document.)</p> <p>The SIU will only open the proposal (technical functionality) – the first envelope – at the evaluation stage and only will open the pricing – the second envelope – for those bidders who meet the predefined functionality threshold at the proposal evaluation.</p>	
	<b>ENQUIRIES CAN BE DIRECTED TO THE FOLLOWING</b>	
	<p><b>SUPPLY CHAIN MANAGEMENT ENQUIRIES:</b></p> <p>All enquiries can only be done in writing not later than <b>11h00am, 19 August 2020</b> to <a href="mailto:scm@siu.org.za">scm@siu.org.za</a>. Consolidated response queries will be uploaded on SIU's website on the <b>25 August 2020</b>. <a href="http://www.siu.org.za">www.siu.org.za</a>.</p> <p>Bidders are not permitted to communicate with any SIU official, except the Supply Chain Management official (s) for anything pertaining to this bid.</p>	

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## RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION

TABLE A: RETURNABLE DOCUMENTS (M = Mandatory) <i>(Failure to provide documentations/information or meet below mandatory requirements will result in disqualification and the bid will not be considered for further evaluation).</i>	Envelope 1		
Signed and completed Procurement Invitation (SBD 1) including the SBD 4, 5 if applicable, 6.1, 6.2 if applicable, 8 and 9	M	YES	NO
Proof of Registration on the Government’s National Treasury Central Supplier Database (CSD). (MAAA)	M	YES	NO
Director/Partner as a member in good standing with either South African Institute of Chartered Accountants (SAICA) or Institute of Internal Auditors (IIA) or the Institute of Public Finance and Auditing (IPFA) etc.; (Please provide proof of professional membership bodies)	M	YES	NO

Internal Audit Manager as a member in good standing with either South African Institute of Chartered Accountants (SAICA) or Institute of Internal Auditors (IIA) or the Institute of Public Finance and Auditing (IPFA) etc.; (Please provide proof of professional membership bodies)	M	YES	NO
A detailed breakdown of team composition and cost per project must be attached in excel format (CD/USB FORMAT)		YES	NO
<b>RETURNABLE DOCUMENTS</b>	<b>Envelope 2</b>		
B – BBEE Certificate (South African Companies) or, for companies that have less than R10 million turnover, a sworn affidavit is required. A copy of the template for this affidavit is available on the Department of Trade and Industry website <a href="https://www.thedti.gov.za/gazette/Affidavit_EME.pdf">https://www.thedti.gov.za/gazette/Affidavit_EME.pdf</a> (Failure to submit sworn affidavit will results in non-compliant on preference points system)		YES	NO
Has any sanctions been granted/imposed against the bidder by any South African court (Civil judgements or orders), including any administrative action sanctions, in relation to the bidder by any Organ of State, or Private sector entity?  If Yes, kindly provide details as attachments:  _____  _____		YES	NO
Has the bidder or any of its directors received any reprimand/warning by any of their Professional Associations/Bodies that they belong to, for Breach of their respective codes of ethics?  If yes, kindly provide details as attachments:  _____  _____		YES	NO
Detail pricing breakdown		YES	NO
Detail price sheets and supporting documents		YES	NO

## THE BIDDING PROCESS

This bid is evaluated through a three (3) stage process

### **Stage 1 – Compliance to Requirements including Mandatory**

Bidders warrant that their proposal document has, as a minimum, the specified documents required for evaluating their proposals as per **Table A** above.

**The SIU evaluates only bids responses that are 100% acceptable, in terms of the Returnable Document/information list. The SIU will disqualify bidders that are not compliant with the mandatory checklist, as such they will not proceed for further evaluation**

### **Stage 2 – Evaluation of Bids against Specifications and Quality**

The SIU evaluates each bidder's response to the specifications issued in accordance to published evaluation criteria and the associated scoring set outlined in this bid invitation.

Where circumstances justify or necessary, the bidders may be required the following as part of evaluation such as interviews/presentations/site-visit/pitching sessions/proof of functionality sessions with short-listed bidders before concluding the evaluation. These sessions will form part of the evaluation and will by no means be an indication that the bidder is officially appointed or successful.

### **Stage 3 – Price and Preference (B-BBEE)**

Bidders who score a minimum quality threshold of **75 points** on functionality, will proceed to be evaluated on Price and Preferences (B-BBEE).

## **Bid Procedure Conditions:**

### **Counter Conditions**

The SIU draws the bidders' attention that amendments to any of the Bid Conditions or setting of counter conditions by bidders will result in the invalidation of such bids.

### **Award/Objective Criteria**

**Bidders who fail to meet below award/objective criteria will not be considered for appointment.**

- a) SIU reserves the right to screen the bidder and the team assigned to the SIU in terms of its own Internal Integrity Unit ("IIU") before appointment, should such screening results have a negative outcome, the SIU reserves the right not to award the bid to the subjected/recommended/highest scoring bidder;
- b) In terms of SIU's procedures, SIU may subject the prospective bidder to vetting process in terms of State Security Agency ("SSA"), should such vetting results have a negative

outcome as per SSA and SIU procedures, SIU reserves the right not to award the contract to the recommended/highest scoring bidder; or to revoke/terminate the awarded;

- c) Bid will only be awarded to the bidder who successfully pass the SIU's Internal Integrity Unit screening and/or State Security Agency vetting; failure to pass could result in SIU not awarding the bid to a bidder irrespective of the points scored after the final evaluation and;
- d) The SIU reserves the right not to award a bid if the bidding entity's financial statements and/or supporting financial information creates doubt to the SIU, in its sole discretion, that the bidder would not be able to meet its short and longer term financial commitments.

**e) THE INTERNAL AUDIT PROJECT TEAM REQUIREMENTS:**

1. Provide proof of professional membership in a good standing with the relevant professional bodies, for the team;
  2. The audit team should possess at least a National Diploma in Accounting or Internal Audit or any other relevant qualifications related to Audit services. Should a proposed team member no longer be available at the appointment stage, the bidder must provide an equally competent replacement;
  3. List the names and attach CV's of Team members who will direct the overall audit throughout the duration of the engagement as well as those staff members who will be responsible for planning, directing, and/or reporting on this audit engagement. Included on the CV's must be professional membership/s held;
  4. List the names and attach CV's of Team members who will direct the overall audit throughout the duration of the engagement as well as those staff members who will be responsible for planning, directing, and/or reporting on this audit engagement. Included on the CV's must be professional membership/s held;
  5. Provide the names and qualifications of any outside specialists and consultants who will assist the services provider's staff members;
  6. Provide details of staff training and development policies and procedures with specific mention of continuing professional accounting and auditing experience and qualifications received by the proposed audit team;
  7. Ensure consistency and stability in staff and outline any staff rotation plans for the audit team for the contract period. (Should there be changes on the resources allocated to SIU, the bidder is expected to notify SIU and provide a resource with similar competencies, qualification and experience).
- f) The bidder is required to declare if as a company/bidder or any of its directors received any reprimand/warning by any of their Professional Associations/Bodies that they belong to, for Breach of their respective codes of ethics, refer to above **Table A**.



	<p>g) SIU require last three (3) years Audited Financial Statement (AFS), If Audited Financial Statements are not available, the bidder should provide justifiable reasons and provide the SIU with a copy of the latest signed off Management Accounts by the directors/members.</p> <p><b><u>Response Preparation Costs</u></b></p> <p>The SIU is NOT liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site visits/presentations.</p>
	<p><b><u>Cancellation Prior to Awarding</u></b></p> <p>The SIU reserves the right to withdraw and cancel the Bid Invitation at any time, prior to the delegated official making an award.</p> <p><b><u>Collusion, Fraud and/or Corruption</u></b></p> <p>Any effort by Bidder(s) to influence the evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.</p> <p><b><u>Fronting</u></b></p> <p>The SIU, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes and where applicable, conduct or initiate the necessary enquiries/investigation, to determine the accuracy of the representation made in the bid documents. Should any of the fronting indicators as contained in the “Guidelines on complex Structures and Transactions and Fronting”, issued by the Department of Trade and Industry, be established during such inquiry/investigation, the onus will be on the bidder to prove that fronting does not exist. Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies the SIU may have against the bidder concerned.</p> <p><b><u>Confidentiality</u></b></p> <p>The successful Bidder agrees to sign a general confidentiality agreement with the SIU.</p> <p><b><u>Sub-contracting Direct</u></b></p> <p>The SIU does not enter into any separate contracts with a sub-contractor whom an appointed supplier would wish to work with. Bidders are required to indicate on their proposal, if they have any intention to sub-contract. Failure to disclose that, may lead to disqualifications/withdrawal of the contract.</p> <p><b><u>Information Provided in The Procurement Invitation</u></b></p>

	All information contained in this document is solely for the purposes of assisting bidders to prepare their Bids. The SIU prohibits bidders from using any of the information contained herein for other purpose than those stated in this document.
<b>THE BIDDERS PARTICULARS</b>	
	Name of Bidder (As stated on the Central Supplier Database registration report)
	Represented By
	Represented By (Optional contact person)
	Physical Address
	Postal Address
	Telephone Number
	Cell Phone Number
	Facsimile Number

	E-Mail Address	
	VAT Registration Number	
	Total Number of Employees	
	Company Registration Number <i>(If Applicable)</i>	
	Describe Principal Business Activities	
	Type of Company/Firm [Tick Applicable Box]	
	Partnership/Joint Venture/Consortium	
	Close Corporation	
	(Pty) Limited	
	One person business/sole proprietor	
	Company	
	Other	
	Company Classification [Tick applicable box and provide short description]	
	Manufacturer:	
	Supplier:	
	Professional Service Provider:	
	Construction:	

	Logistics:		
	Other:		
	Total Number Of Years The Company/Firm Has Been In Business		
	Tax Clearance Compliance		
	The National Treasury Supplier Database (CSD) report reflect an overall Tax Compliant Status.		Yes/No
	Tax Clearance Certificate Expiry date		
	Tax Compliance System Pin Number		
	Supplier Is On The National Treasury's Central Supplier Database		
	Supplier Number	M	Unique Registration Reference Number (36 digit)
	Preference Claim		
	Preference claim form been submitted for your preference points? (SBD 6.1)		Yes/No/NA
	<b>A B-BBEE status level verification certificate must support preference points claimed. Has this been submitted?</b>		Yes/No/NA
Who issued the B-BBEE certificate <b>[Tick applicable box]</b>			
	A verification agency accredited by the South African Accreditation System (SANAS);		Yes/No/NA
	Affidavit confirming turnover and black ownership or Companies and Intellectual Property Commission Certificate confirming turnover and black ownership certified by the registered Commissioner of Oaths		Yes/No/NA
	A Registered Auditor registered by IRBA (Certificate issued before 1 <sup>st</sup> of January 2017 may be accepted by the SIU certificates issued in 2017 will not be accepted therefore bidder will be regarded as non-compliant)		Yes/No/NA
	Are you the accredited representative in South Africa for the goods/services/works offered?		
	YES or NO, If YES enclose proof in an annexure and summarized detail below;		

## INTRODUCTION AND BACKGROUND OF THE SPECIAL INVESTIGATING UNIT (“SIU”)

The SIU is an independent statutory body established by proclamation R.118 of 31 July 2001, issued in terms of the Special Investigating Units and Special Tribunals Act No. 74 of 1996 as amended (“the SIU Act”). The purpose of the SIU is to investigate serious malpractices, maladministration and corruption in connection with the administration of State Institutions, state assets and public money as well as any conduct, which may seriously harm the interest of the public. Furthermore, the purpose of the SIU is to institute and conduct civil proceedings in any court of law or a Special Tribunal in its own name or on behalf of State Institutions for the recovery of losses and the prevention of future losses.

The purpose of this Request for Proposal (“RFP”) is to solicit proposals from Bidders to enable the SIU to appoint a firm of Auditors to provide Internal Audit services on a co-sourced capacity. Co-sourcing in this context refers to an arrangement where the external service provider works together with the in-house Internal Audit to adequately provide assurance, insight and objectivity to the organisation and its stakeholders.

Although the Unit has, offices in different jurisdictions where work is conducted, the audit work will mostly be conducted at the Head Office located in Pretoria. There will be instances where the team has to visit regional offices in line with the audit scope to inspect/ verify assets or records at regional level, the Unit has +- 520 members in its employ.

## CONTRACT PERIOD

The contract covers a period of two (2) years from the date of engagement with an option to extend for a period of twelve (12) months at the SIU’s sole discretion and subject to acceptable performance levels of the appointed service provider.

## Terms of Reference (TOR) Scope of Work

### PROVISION OF AN INTERNAL AUDIT SERVICE IN A CO-SOURCED CAPACITY

Provision of an internal audit service to the Special Investigating Unit ("SIU") in a co-sourced capacity for a period of two (2) years from the date of engagement with an option to extend the contract for a period of twelve (12) months at the SIU'S sole discretion and subject to acceptable performance by the appointed service provider.

#### **A. THE SCOPE OF WORK FOR THE BIDDER INCLUDES BUT NOT LIMITED TO THE FOLLOWING KEY DELIVERABLES:**

1. Perform audits which must in all aspects comply with the International Standards for the Professional Practice of Internal Auditing as set by the Institute of Internal Auditors (IIA), the SIU Internal Audit Methodology and must be in agreement with requirements of the Public Finance Management Act (Act 1 of 1999 as amended by Act 29 of 1999);
2. Execute audit procedures and ensure that working papers and evidence comply with the standards set by the IIA;
3. Prepare reports in the format as determined by management of the SIU and the Audit Committee through the Chief Audit Executive ("CAE");
4. Demonstrate Public Sector experience (exposure specific to internal audit)
5. Demonstrate how coordination with in-house internal audit services will be managed;
6. Comply with the SIU audit methodology to be used on the audit;
7. Must be independent from the external audit activities (given that most firms are also providing external audit services through AGSA);
8. Provide a skills transfer plan;
9. Ownership of working papers and generated reports shall remain the property of the SIU and shall at the conclusion of every assignment be handed over to the SIU as evidence of review by a person in the capacity of a Partner / Director.

#### **B. SPECIFIC DELIVERABLES OF INTERNAL AUDIT**

**IN CARRYING OUT ITS SUPPORT FUNCTIONS, THE APPOINTED INTERNAL AUDIT SERVICE PROVIDER SHALL PROVIDE BUT NOT LIMITED TO THE FOLLOWING TO THE UNIT:**

1. Make inputs to the three (3) year rolling and annual Internal Audit Plan after considering the work done in the past 3 years as well as considering the current risks and mitigating actions that the SIU has developed;

	<ol style="list-style-type: none"> <li>2. Monthly progress reports against the approved operational plan;</li> <li>3. Prepare audit reports after finalization of projects and submit to the CAE,</li> <li>4. Produce an Internal Audit Summary report for the Audit Committee,</li> <li>5. Give inputs to Audit Committee and Management ,</li> <li>6. Attend Audit Committee meetings and provide secretariat services.</li> <li>7. Provide independent assurance on the adequacy and effectiveness of risk management, governance and Internal Control processes.</li> <li>8. Support the CAE in the implementation and embedment of the SIU Combined Assurance model.</li> <li>9. Conduct Adhoc service on as and when basis, which will be quoted on separately using the same rate,</li> </ol> <p><b>C. TERMS OF THE CONTRACT</b></p> <p>The contract covers a period of two (2) years from the date of engagement with an option to renew for a period of twelve (12) months at the sole discretion of the SIU and subject to acceptable performance level of the appointed service provider.</p>
	<p><b>FINANCIAL TERMS</b></p> <p>The SIU is a public entity and as such the terms of payment are thirty days (30) days from date of receipt of a valid invoice. Therefore, the Service Provider should demonstrate that they are in a stable financial position in order to undertake this project.</p>

	EVALUATION CRITERIA
	<p>SIU promotes the concept of “best value” in the award of contracts, as opposed to merely looking for the cheapest price, which does not necessarily provide the best value. Best value incorporates the expertise, experience and technical proposal of the organization and individuals who will be providing the service and the organizational capacity supporting the project team.</p> <p>SIU is committed to achieving the government’s transformation objectives in terms of the Preferential Procurement Policy Framework Act (PPPFA), Procurement Regulation 2017.</p> <p>The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore preference <b>80/20</b> system shall be applicable. (This is by no means the budget of the project but the process threshold as per PPPFA).</p> <p>The procedure for the evaluation of responsive bids is functionality (quality) and Price and Preferences. The evaluation of the bids will be conducted as follows:</p> <ul style="list-style-type: none"> <li>• The first assessment of quality will be done in terms of the evaluation criteria (Table 1 and 2) and the minimum threshold of <b>75 points</b> explained below. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation.</li> <li>• Bids that meet the minimum threshold of 75 points will be assessed further on price and preference phase.</li> </ul>



## SIU REQUIREMENTS FOR EVALUATION PURPOSES

### MANDATORY AND EVALUATION CRITERIA

a) In accordance with the SIU Supply Chain Management Policy, the bid evaluation process shall be carried out in three (3) phases namely:

Phase 1: Administrative/Mandatory Requirements; (bidders who qualify or meet all bid requirements will proceed to next phase)

Phase 2: Functionality (minimum score of 75 points to proceed to phase 3); and

Phase 3: Price and B-BBEE Evaluation (will be subjected to Award/Objective Criteria)

#### **Phase 1: Mandatory/Administrative Requirements.**

Bidders must fully comply with the minimum **Mandatory Requirements**, and failure to meet this minimum requirements will lead to disqualification.

Bidders are required to provide full and accurate answers to these mandatory requirements cited in this document, and, where required explicitly state either "Comply/Not Comply" regarding compliance with the requirements. Bidders must substantiate their response to all questions, including full details on how their proposal/solution will address specific functional requirements.

### EVALUATION CRITERIA

a) Scores will be tabulated to 100 points. Respondents must score 75 points and above to be assessed on their financial offer and preference score.

b) The evaluation of service provider's responses will be based on the following weighting;

a. The proposals will be evaluated on a scale of 0 - 3 in accordance with the criteria below.

b. The rating will be as follows:

i. 0=Non-Submission/less than SIU requirements

ii. 1 = Poor,

iii. 2 = Partial compliance with requirements,

iv. 3 = Full compliance with requirements.

- c) NB: Bidders are advised that any proposal of specification regarding items are legal binding and bidders will be required to fulfill the propose amendment or adjustment.

**Table 1: Summary of evaluation criteria**

No	Description	Maximum points
1	Bidders' experience	20
2	Experience of Director/Partner	20
3	Experience of Team Leader/Supervisor/ Auditor	20
4	Experience of Audit Manager	15
5	Qualification Audit Manager	10
6	Qualifications of Team Leader/Supervisor/Auditor	10
7	Evidence of having underwent an External Quality Assurance review as an Internal Audit service provider.	05
<b>Total points</b>		<b>100</b>

**Table 2: Technical Evaluation Criteria**

EVALUATION CATEGORY		DESCRIPTION	MAX SCORE										
<p><b>Table 2.1. Bidders' Experience</b></p> <table><tr><th>Total Number of Bidders Experience</th><th>PLEASE TICK (✓)</th></tr><tr><td>Less than 12 months</td><td></td></tr><tr><td>1-2 years</td><td></td></tr><tr><td>3 – 5 years</td><td></td></tr><tr><td>6 years and above</td><td></td></tr></table> <p><b>NB:</b> <u>Bidders are required to provide proof to substantiate the applicable years of experience</u></p>		Total Number of Bidders Experience	PLEASE TICK (✓)	Less than 12 months		1-2 years		3 – 5 years		6 years and above		<ul style="list-style-type: none"><li>○ The bidder must provide demonstrable experience in the Public Sector in Internal Audit services.</li><li>○ The bidder must provide trade client list with dates of appointment, values, and contactable reference to demonstrate number of years in public sector internal audit services as per table below and at least 4 reference letters (<i>reference letters should indicate the starting and end date</i>). (<i>Separate table can be attached</i>).</li></ul> <ul style="list-style-type: none"><li>• <b>Evaluation rating 1 equals to 5 points</b>  (1-2 years' experience in Internal Audit Services).</li><li>• <b>Evaluation rating 2 equals to 10 points</b>  (3-5 years' experience in Internal Audit Services).</li><li>• <b>Evaluation rating 3 equals to 20 points</b>  (6 or more; experience in Internal Audit services)</li><li>• <b>Evaluation rating 0 equals to non-allocation of points, to the bidders who :</b><ul style="list-style-type: none"><li>○ (Less than 12 months experience in Internal Audit Services)</li><li>○ Failed to submit the required reference letters or detailing list of clients supported by number of years of experience,</li><li>○ Submitted irrelevant information or less than one (01) year experience in Internal Audit Services and or provided private sector experience.</li></ul></li></ul>	20
Total Number of Bidders Experience	PLEASE TICK (✓)												
Less than 12 months													
1-2 years													
3 – 5 years													
6 years and above													

<p><b>2. Experience of Director/Partner =20</b></p> <p>The proposed director/partner must possess the following qualifications in order to be considered for evaluation: CA (SA)/CIA/CISA/ Master’s Degree or M Tech in Accounting/ Internal Auditing or any other equivalent qualifications relevant to Audit services.</p> <p><b>Attach copies of qualifications.</b></p> <p>The Service Provider must demonstrate that the Director/Partner responsible for the project has relevant experience in the position.</p> <p>Attach a concise CV or profile of Director/Partner with at least three (3) contactable references.</p> <p><b>Table 2.2: Experience of Director/Partner</b></p> <table><tr><th>Total Number of Director/Partner Experience</th><th>PLEASE TICK (✓)</th></tr><tr><td>Less than three (3) years</td><td></td></tr><tr><td>3-5 years</td><td></td></tr><tr><td>6-10 years</td><td></td></tr><tr><td>Above 10 years</td><td></td></tr></table>	Total Number of Director/Partner Experience	PLEASE TICK (✓)	Less than three (3) years		3-5 years		6-10 years		Above 10 years		<ul style="list-style-type: none"><li>• <b>Evaluation rating 1 equals to 05 points.</b> 3-5 years’ experience in auditing with 2 years in engagement management (directorship/partnership level) or with relevant competency at engagement level.</li><li>• <b>Evaluation rating 2 equals to 15 points.</b> 6-10 years’ experience in auditing with 2 years in engagement management</li><li>• <b>Evaluation rating 3 equals to 20 points.</b> More than 10 years’ experience in auditing with 3 years in engagement management or with relevant competency at engagement level.</li><li>• <b>Evaluation rating 0 equals to non-allocation of points, to the bidders who :</b><ul style="list-style-type: none"><li>○ Less than 3 years’ experience in auditing and</li><li>○ Less than 2 years engagement relationship experience or competency at engagement management level.</li><li>○ The proposed director or partner does not have a minimum qualifications</li><li>○ No proof of relevant experience/qualifications attached.</li></ul></li></ul>	20
Total Number of Director/Partner Experience	PLEASE TICK (✓)											
Less than three (3) years												
3-5 years												
6-10 years												
Above 10 years												

Total number of engagement relationship	PLEASE TICK (√)									
	Less than 2	2 and more								
<p><b>NB:</b> Bidders are required to provide proof to substantiate the applicable years of experience</p> <p><b>3.Experience of Team</b></p> <p><b>Leader/Supervisor/Auditor =20</b></p> <p>The Service Provider must demonstrate that the Team Leader/Supervisor/Auditor responsible for the project has relevant experience in leading or supervising the project and the team.</p> <p>Attach a concise CV/profile of Team leader/Supervisor/Auditor with at least three (3) contactable references.</p> <p><b>Table 2.3: Experience of Team Leader/Supervisor/Auditor</b></p> <table><tr><td>Total Number of Experience of the team Leader/Supervisor/ Auditor</td><td>PLEASE TICK (√)</td></tr><tr><td>Less than three (3) years</td><td></td></tr><tr><td>3-5 years</td><td></td></tr></table>			Total Number of Experience of the team Leader/Supervisor/ Auditor	PLEASE TICK (√)	Less than three (3) years		3-5 years		<ul style="list-style-type: none"><li>• <b>Evaluation rating 1 equals to 10 points.</b> 3-5 years’ experience in auditing of which 2 years is in team leader/supervisory role or with relevant competency at supervisor level.</li><li>• <b>Evaluation rating 2 equals to 15 points.</b> 6-10 years’ experience in auditing of which 2 years is team leader/supervisory role or with relevant competency at supervisor level.</li><li>• <b>Evaluation rating 3 equals to 20 points.</b> More than 10 years’ experience in auditing of which 3 years is in team leader/ supervisory role or with relevant competency at supervisor level.</li><li>• <b>Evaluation rating 0 equals to non-allocation of points, to the bidders who :</b><ul style="list-style-type: none"><li>○ Less than 3 years’ experience in auditing services and/or</li><li>○ Less than 2 years supervisor experience</li><li>○ No proof of relevant experience attached</li></ul></li></ul>	20
Total Number of Experience of the team Leader/Supervisor/ Auditor	PLEASE TICK (√)									
Less than three (3) years										
3-5 years										

6-10 years				15										
Above 10 years														
Total number of experience as team/supervisory	PLEASE TICK (✓)													
	Less than 2	2 and more												
NB: Bidders are required to provide proof to substantiate the applicable years of experience.														
<b>4.Experience of Audit Manager =15</b> The Service Provider must demonstrate that the Audit Manager responsible for the project has relevant experience in management of project and the team. Attach a concise CV/profile of Audit Manager with at least three (3) contactable references. <b>Table 2.4 Experience of Audit Manager</b> <table><tr><td>Total Number of Audit Manager</td><td>PLEASE TICK (✓)</td></tr><tr><td>Less than three (3) years</td><td></td></tr><tr><td>3-5 years</td><td></td></tr><tr><td>6-10 years</td><td></td></tr><tr><td>Above 10 years</td><td></td></tr></table>			Total Number of Audit Manager		PLEASE TICK (✓)	Less than three (3) years		3-5 years		6-10 years		Above 10 years		<ul style="list-style-type: none"><li>• <b>Evaluation rating 1 equals to 05 points.</b> 3-5 years' experience in auditing with 2 years in management or with relevant competency at management level.</li><li>• <b>Evaluation rating 2 equals to 10 points.</b> 6-10 years' experience in auditing with 2 years in management or with relevant competency at management level</li><li>• <b>Evaluation rating 3 equals to 15 points.</b> More than 10 years' experience in auditing with 3 years in management or with relevant competency at management level</li><li>• <b>Evaluation rating 0 equals to non-allocation of points, to the bidders who :</b><ul style="list-style-type: none"><li>○ Less than 3 years' experience in auditing.</li><li>○ Less than 2 years in management experience or level</li><li>○ No proof of relevant experience attached.</li></ul></li></ul>
Total Number of Audit Manager	PLEASE TICK (✓)													
Less than three (3) years														
3-5 years														
6-10 years														
Above 10 years														

Total number of experience in management or relevant competency.	<div>PLEASE TICK (√)</div> <div>Less than 2</div> <div>2 and more</div>			
<b>NB:</b> Bidders are required to provide proof to substantiate the applicable years of experience.				
<b>5.Qualifications of Audit Manager = 10</b> Service providers must demonstrate that the Audit Manager responsible for the project has the relevant qualifications. Attach copies of qualifications.		<ul style="list-style-type: none"> <li>• <b>Evaluation rating 1 equals to 05 points</b>  National Diploma in Accounting or Internal Audit or any other relevant qualifications related to Audit services.</li> <li>• <b>Evaluation rating 2 equals to 08 points</b>  Bachelor's Degree/B Tech in Accounting or Internal Audit or any other related and relevant qualifications to Audit services.</li> <li>• <b>Evaluation rating 3 equals to 10 points</b>  Post Graduate / Honours in Accounting or Internal Audit or any other related and relevant qualifications to Audit services.</li> <li>• <b>Evaluation rating 0 equals to non-allocation of points, to the bidders who :</b>  No proof of qualifications attached or attached proof is lower than the National Diploma or irrelevant qualification provided.</li> </ul>	<b>10</b>	

<p><b>6.Qualifications of Team</b></p> <p><b>Leader/Supervisor/Auditor =10</b></p> <p>Service providers must demonstrate that the Team Leader responsible for the project has the relevant qualifications.</p> <p>Attach copies of qualifications.</p>	<ul style="list-style-type: none"> <li>• <b>Evaluation rating 1 equals to 05 points</b></li> <li>National Diploma in Accounting or Internal Audit or any other relevant qualifications related to Audit services.</li> <li>• <b>Evaluation rating 2 equals to 08 points</b></li> <li>Bachelor's Degree/B Tech in Accounting or Internal Audit or any other related and relevant qualifications to Audit services.</li> <li>• <b>Evaluation rating 3 equals to 10 points</b></li> <li>Post Graduate / Honours in Accounting or Internal Audit or any other related and relevant qualifications to Audit services.</li> <li>• <b>Evaluation rating 0 equals to non-allocation of points, to the bidders who :</b> <ul style="list-style-type: none"> <li>○ No proof of qualifications attached, attached proof is lower than the National Diploma or irrelevant qualification provided.</li> </ul> </li> </ul>	<p><b>10</b></p>
<p><b>7.Quality Assurance Reviews= 05</b></p> <p>Provide the SIU with evidence that they have been Quality Assured by the Institute of Internal Auditors or external independent quality assurance reviewer or they have participated as a service provider in the external QA of the client. Report/ letter must be attached as evidence thereof and proof submitted not older than 8 years.</p>	<ul style="list-style-type: none"> <li>• <b>Evaluation rating 1 equals to 5 points.</b></li> <li>○ Proof of having underwent the external quality assurance review(QAR) by an Independent recognized External Quality Assurance Reviewer (Report) or a letter from the client in which you as part of their Internal Audit function(Co-sourced or outsourced service provider) participated in their external QA review with a positive outcome.</li> <li>• <b>Evaluation rating 0 equals to non-allocation of points, to the bidders who:</b> <ul style="list-style-type: none"> <li>○ No proof attached.</li> <li>○ The external quality assurance review outcome of the Company was negative/non-conformance outcome.</li> </ul> </li> </ul>	<p><b>05</b></p>
<p><b>Total</b></p> <p><b><u>Evaluation Criteria: 1- Bidder's Experience</u></b></p>		<p><b>100</b></p>



**The description should be put in tabular form with the following headings (refer to Table 3):**

- A. The bidder must present at least three (3) contactable references and provide company profile with clear details for entities to whom they have provided similar service(s) in the public sector. Complete reference list to be provided i.e. contact person, phone number, email address, appointment date, and contract value.
- B. The bidder may provide list of clients as per below Table 3 or submit similar document.
- C. Provide at least 4 Contactable Reference letters. (Letter of references in letterhead of the clients, signed by a senior/head of relevant department of the referee)
- D. Bidders and team member's years of experience will be counted up to the closing date of this tender, **02 September 2020**.
- E. **The bidders should strictly use the template or duplicate same format.**

**Table 3: Bidder's Experience**

PREVIOUS CLIENT CONTACT PERSON AND TELEPHONE NUMBER	DESCRIPTION OF WORK (SERVICE)	VALUE OF WORK (I.E. THE SERVICE PROVIDED) INCLUSIVE OF VAT (RAND)	DATES OF APPOINTMENT (Including duration)	
			Start Date	End Date

In considering the pricing model, the bidder should consider the attached Internal Audit Plan, **Table 6** below.  
Bidders must use the published AGSA rates for government audit as a guideline for pricing.

## PRICING DETAIL

### SBD 3.1

Name of bidder: \_\_\_\_\_

Bid number: RFP RFP:001/08/2020

**ONLY FIRM PRICES WILL BE ACCEPTED, NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED.**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

**OFFER TO BE VALID FOR 120 DAYS FROM 02 SEPTEMBER 2020 (THE CLOSING DATE OF BID).**

The bidder must provide the total price of the Internal Audit Services in a co-sourced capacity for the duration of the contact including the escalation rate if any applicable.

### PRICING SCHEDULE

**Table 4: PROPOSED TEAM STRUCTURE BILLING SCHEDULE**

No	Position & Role	Estimated weight on work/hours	Rate per hour excluding Vat (Rounded to two decimals)	Rates per Hour Vat Inclusive (Rounded to two decimals)
1	Director/Partner	5%		
2	Audit Manager	15%		
3	Team Leader/Supervisor	20%		
4	Senior Auditor/Auditor/Specialist	60%		
<b>Total</b>		<b>100%</b>		

**Table 5: AUDIT PLAN SUMMARY:**

**NB: A DETAILED BREAKDOWN OF TEAM COMPOSITION AND COST PER PROJECT MUST BE ATTACHED IN EXCEL FORMAT (CD/USB Format)**

No	AUDIT PROJECTS	Estimated Total Project Hours FY.2020/2021	Estimated Total project Hours FY. 2021/2022	Estimated Total project Hours FY. 2022/23	Total Cost (VAT inclusive) FY.2020/2021  (Rounded to two decimals)	Total Cost (VAT Inclusive) FY. 2021/2022  (Rounded to two decimals)	Total Cost (VAT Inclusive) FY. 2022/23  (Rounded to two decimals)
1	Investigation Management	300					
2	Quotation Procurement Audit		160				
3	Contract Development and Management		200				
4	Revenue Management Audit			120			
5	Budget Management		120				
6	Annual Financial Statement Reviews		60	60			
7	Expenditure Management including Accounts Payable		120				
8	Fleet Management	260					
9	Travel Management Incl. Subsistence Allowance	160		160			
10	Assets Management	300		300			
11	Occupational Health and Safety Audit	300		300			

12	Records Management		240				
13	Leave Management	120		120			
14	Recruitment management including termination, retention and employment equity	160		120			
15	Employee Performance Management		160				
16	Learning and Development			120			
17	Payroll management		160				
18	Employee relations Management		160				
19	Employee wellness management			120			
20	Performance Information (Quarterly) including Annual performance Report.	150	300	300			
21	Annual Performance Plan(APP) usefulness review process	24	24	24			
22	Operational Business Plans review		40	40			
23	Strategy development, implementation and monitoring			120			
24	IT Disaster Recovery Management.	160					
25	IT Security Vulnerabilities Assessment	120					
26	IT Security Management Penetration Test		160				

27	IT General Controls review			120			
28	IT Service Management including incidents management		160				
29	Communications and Stakeholder Management		160				
30	Risk management		120				
31	Security Management			240			
32	Ethics, Fraud and / Corruption management Review		200				
33	Business Continuity Management	160					
34	Civil Litigations Management		200				
35	Compliance Management		160				
36	Corporate Governance Review			120			
37	Case registration ,assessment and monitoring			140			
38	Bids Continuous (Pre-defined Adhoc Audit-Only a suitable resource is required on As and when basis).  <b>N.B:</b> Bids Continuous Audits are adhoc in natures as they depend on receipt of bids documents from SCM		480	480			
39	Audit Comm (attendance and Secretariat services)	52	52	52			

	<b>TOTAL ESTIMATED HOURS AND AMOUNTS</b>	<b>2266</b>	<b>3436</b>	<b>3056</b>	<b>R</b>	<b>R</b>	<b>R</b>
	<b>TOTAL BID PRICE (For year 2021, 2022 and 2023 in words)</b>						
	<b>ADHOC SERVICES</b>  Limited to a maximum of 15% of the contract price/value, not to be included in the bid price.						
40	Adhoc Assignments	To be quoted on an as and when required. (Rates remain as per the quoted audit plan)					
41	Travel cost disbursement (s) will be limited to AA rate, economy class for flights, and accommodation cost as per National Treasury Framework						

**TABLE 6: DETAILED INTERNAL AUDIT UNIVERSE AND THREE-YEAR STRATEGIC INTERNAL AUDIT PLAN (THE PLAN WILL BE REVIEWED ANNUALLY AND WILL BE COMMUNICATED WITH THE APPOINTED SERVICE PROVIDER)**

No	#	AUDIT PROJECTS	PROJECT OBJECTIVES	RISK NAME AND OR ROOT CAUSE	SOURCE	RISK No.	RESIDUAL RISK RATING	2020/21	2021/22	2022/23	Internal Audit Comments
A.	<b>INVESTIGATIONS</b>										

	1	1	Investigation Management	<p>1) Assess the existence and adequacy of the Investigation Management policies, processes and procedures.</p> <p>2) Assess Management Controls around the management of the investigation:</p> <ul style="list-style-type: none"> <li>* Implementation Plan.</li> <li>* Planning and execution process.</li> <li>* Reporting and quality assurance process.</li> <li>* Monitoring, supervision and reviews</li> <li>* Capacity and Competence of the resources.</li> <li>* Tools usage and controls.</li> <li>* Adherence to predetermined standards.</li> <li>* Turnaround times and efficiencies.</li> <li>* Non delivery and Corrective actions.</li> <li>* Escalation and intervention mechanism.</li> <li>* Projects Reviews and Projects Risk</li> </ul>	<p>Inability to conduct forensic investigations according to predetermined standards</p> <p>Inability to achieve forensic investigations' legal outcomes</p> <p>Failure to enrol and finalise civil litigation matters in the Special Tribunal Court</p>	Strategic Risk Prg 2	Risk 2	II	√		√	Company Core Business and never been audited, prioritised for year 1
						Strategic Risk Prg 2	Risk 3	II				
						Strategic Risk Prg 2	Risk 1	II				

			Management * Management oversight and Oversight reporting. 3. Assess Compliance to relevant policies and procedures around investigations management.									
<b>B FINANCE &amp; SCM</b>												
2	2.1	Quotation Procurement Audit	1. Review adequacy of policies and procedures on quotations procurement process. 2. Assess the adequacy and effectiveness of management controls around the quotation procurement process in terms of: * Needs identification and requisitions. * Quotation invitations and evaluation. * Pre-Compliance verifications,	Failure to comply with Supply Chain Management service delivery standards and prescripts	Strategy Risk Prg 1	Risk 7	III		√			Last audited in 2019/20.
				Collusion with service providers or other interested parties to by-pass procurement processes	Fraud & Ethics	Risk 6	II					



			awards and reporting i.e. CSD. * Receiving of goods and services. * Value for money procurement. * Efficiency of the process. * Delegation of authority & segregation of duties 3. Compliance to relevant legislations and SOP in terms of amongst others CSD, thresholds, quotation splitting, Declarations of interest etc. 4. Management oversight and reporting. 5. Capacitation and Competence.								
3	2.2	Continuous Adhoc Assignment.(Pred efined Adhoc)	* Bids Opening Observation.* Review of all tenders for compliance prior	Non-declaration of gifts offered and solicited by employees	Fraud Register	Risk 10	IV	√	√	√	Bids Continuous audit on as and when basis

				to award by the HOU.* Policy and process adequacy reviews	Collusion with service providers or other interested parties to by-pass procurement processes	Fraud Register	Risk 3	II				
					Collusion with service providers or other interested parties to by-pass procurement processes	Fraud Register	Risk 3	II				
4	2.3	Contract Development and Management	1. Review the adequacy of Contract Development and Management Policy & procedures. 2. Assess Management Controls around Contracts Management in terms of: * Contract Development process. * Contract Vetting process. * Contract	Failure to comply with financial management service delivery standards and legal prescripts	Strategy Risk Prg 1	Risk 7	III		√		Last audited in 2017/18 with no findings raised both on IA and AG. Reprioritised for year 2 due to resource limitation.	

			Management Monitoring process: I) Expiring Contracts. ii) Renewal of Contracts. iii) Contracts extensions. 3. Compliance to relevant legislation, policies and procedures. 4. Reporting and Management oversight.								
5	2.4	Revenue Management Audit	1. Review the adequacy of the Debt and revenue Management policy, processess & procedures. 2. Assess Management Controls around Debt and revenue Management policy in terms of: * Debtors classification and age analysis's * Billing and collections * Follow ups.	Failure to comply with financial management service delivery standards and legal prescripts	Strategy Risk Prg 1	Risk 2	III			√	

			*Debt write off. * Intergovernmental relations agreements * Monitoring and revision/deviation process. 3. Assess Compliance to relevant legislation, policies, standards and legal prescripts 4. Reporting and Management oversight.									
6	2.5	Budget Management	1. Review the adequacy of the Budget Management policy, processes & procedures. 2. Assess Management Controls around Budget Management in terms of: * Budget Planning Process. * Budget Monitoring Process * Management reporting process 3. Assess	Failure to comply with financial management service delivery standards and legal prescripts					√			

				Compliance to relevant legislation, policies ,standards and legal prescripts								
7	2.6	Annual Financial Statement Reviews	Annual Financial Statement High level GRAP disclosure review prior to submission to AG.	Failure to comply with financial management service delivery standards and legal prescripts	Strategy Risk Prg 1	Risk 7	III	√	√	√	High level review subject to AFS being made available to IA on time for review and no substantive testing.	
8	2.7	Expenditure Management including Accounts Payable	1. Evaluate the Adequacy of the Expenditure and Accounts management policies and procedures. 2. Assess Management Controls in terms of ensuring validity and accuracy of payments: * Receiving of invoices and confirmation process. * Matching	Failure to comply with financial management service delivery standards and legal prescripts  Inability to process and pay received invoices for goods and services provided at SIU within 30 days	Strategy Risk Prg 1  Finance	Risk 7  Risk & Risk 3	III  III		√		Compliance and AG Focus	

			process. * Delegation of authority and segregation of duties. * Reconciliation process.	Misrepresentation of invoices in order to receive unjustified payments	Fraud risk Register 2019/20	Risk 6	III				
			* Payments quality assurance. * Management oversight and reporting 3. Compliance to relevant legislation and policies and procedures. 4. Capacity and Competency of resources	Collusion with service providers or other interested parties to process payment of invoices for goods and services that's were not delivered or rendered	Fraud risk Register 2019/20	Risk 7	III				
9	2.8	Fleet Management	1. Evaluate the Adequacy of the Fleet Management policies and procedures.2. Assess Management Controls on the Management of fleet in terms of: * Fleet Contract.* Fleet allocation and monitoring.* Authorisation for use of fleet.* Servicing and	Abuse or misuse of SIU fleet by employees for personal gains	Fraud/Ethics	Risk 8 & Risk 3	Medium	√			

			<p>Inspections.* Monitoring of use and tracking.* Recording of usage and fuel.* Management oversight and reporting.* Safeguarding of fleet and insurance3. Compliance to the fleet management policy.</p>									
10	2.9	Travel Management Incl Subsistence Allowance	<p>1. Evaluate the Adequacy of the Travel Claim and Subsistence Management policies and procedures. 2. Assess Management Controls on the Travel Claims and subsistence Management for validity and accuracy of payments, in terms: *Requisition and Approval. * Quality assurance of claims and authorisation of</p>	Misrepresentation of travel claims information in order to receive unjustified payments	Fraud Register	Risk 5		√		√		

			payments. * Payment process * Monitoring of possible abuse red flags. * Management oversight and reporting 3. Compliance to the Policy.								
11	2.1	Occupational Health and Safety	1. Evaluate the Adequacy of the Occupational Health and Safety policies and procedures. 2. Assess Management Controls in ensuring compliance to OHS Policies.: * Roles and responsibilities of the Accounting Officer. * OHSA Committees. * OHSA Audits. 3. Compliance	Failure to ensure compliance with all regulatory requirements applicable to SIU	Strategic Risk Prg 1	Risk 8		√		√	Last audited in 2017/18.Prioritised for year 1 to take into account the Covid 19 etc risk mitigation measures.



			monitoring and reporting.									
12	2.11	Records Management	1. Evaluate the Adequacy of the Records Management policies and procedures. 2. Assess Management Controls on the Records Management for adequacy and effectiveness, in terms of: * Definition and Classification of information * Safeguarding of information * Delegations * Retention and Disposal. 3. Compliance with the relevant policies and legislation.	None identified, professional judgement used					√			

13	2.12	Assets Management	1. Evaluate the Adequacy of the Assets Management policies and procedures. 2. Assess Management Controls on the Assets Management for adequacy and effectiveness, in terms: *Acquisition.* Receipt and recording.* Asset Register Management.* Disposal.* Depreciation* Accounting and Disclosure. 3. Assess compliance to the policy and other relevant legislation	Failure to comply with financial management service delivery standards and legal prescripts	Finance	Risk 3		√		√	
<b>C HUMAN CAPITAL MANAGEMENT</b>											

	14	3.1	Leave Management	<p>1. Review adequacy of the Leave Management Policy</p> <p>2. Review adequacy and effectiveness of management controls around the following:</p> <ul style="list-style-type: none"> <li>* Various types of leave</li> <li>* Leave System.</li> <li>* Leave provisioning and reconciliation reports.</li> <li>* Training &amp; awareness on leave management policy.</li> <li>* Reliability and integrity of information.</li> </ul> <p>3. Review Compliance with leave management policy and other relevant legislation. Review</p>	Misrepresentation of leave information or failure to apply and record leave taken	Fraud/Ethics	Risk 1	I	√		√	Residual Risk as per the Fraud Plan rated Red but Prioritized for current year, AG focus area.
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	15	3.2	Employee Performance Management	<p>1. Review the adequacy of policies and procedures on Employee Performance Management policy and procedures.</p> <p>2. Assess Management controls in terms of:</p> <ul style="list-style-type: none"> <li>* Performance Management Plans.</li> <li>* Performance Assessment and monitoring.</li> <li>* Performance Improvement Plans.</li> <li>* Moderation Process</li> <li>* Training &amp; awareness on Employee performance management processes.</li> <li>* Information management &amp; control</li> </ul>	Inadequate capacity of management to implement performance management system	Strategic Risk	Risk 3	II		√		Prioritised for year 2 in order to allow for Development and Implementation of the system of which management is still in process of developing
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16	3.3	Learning and Development	1. Review adequacy of Policies and procedure on Employee Learning and Development 2. Assess Management Controls around learning and development process in terms of: * Learning and Development Plans implementations and process i.e. Workplace Skills Plans and IDPs. * Training and Development monitoring and evaluation process. 3. Management oversight and reporting, 4. Compliance to Policies and relevant prescripts	Individual Development Plans are not aligned to performance	Strategic Risk	Risk 3	II			√	Last audited in 2018/19, policy reviewed and yet to be approved in 2020/21 before implementation . Prioritized for year 3.
				Skills development programs for ICT personnel not in place	Strategic Risk	Risk 5					

17	3.4	Recruitment management including termination, retention and employment equity	1. Evaluate adequacy of the recruitment Management Policies, strategy and procedures. 2. Assess Management Controls in recruitment process in terms of the: Recruitment Plan Implementation* Qualification and employee screening.* Interview and appointment * Termination and retention process.* Information Management and safeguarding. * Capacity and competence of the resources.Review Compliance to the Recruitment Management policy and relevant legislation.	Inability to attract adequate and high performing workforce that is suitably skilled and properly managed	Strategic	Risk 3	II	√		√	Prioritised for Year 1 due to new approved structure implementation and being AG Focus.
				Misrepresentation of qualifications, experience, skills and other information during recruitment process	Fraud Risk	Risk 2	II				

	18	3.5	Payroll management	<p>1. Evaluate the adequacy of Policies and procedures on Payroll Management.</p> <p>2. Assess Management Controls in terms of the payroll management process:</p> <ul style="list-style-type: none"> <li>* Employee Payroll information accuracy and completeness.</li> <li>* Employee Benefits and deductions</li> <li>* Payroll processing timelines.</li> <li>* Payroll System usage and access controls.</li> <li>* Segregation of duties.</li> <li>* Information Management and safeguarding.</li> <li>* Capacity and competence of the resources.</li> </ul> <p>3. Review Compliance to policies and</p>	Inadequate payroll management resources and systems(R4)			II		√		Audited in 2019/20 as an adhoc audit.
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			relevant legislation.								
19	3.6	Employee relations Management	1. Evaluate the adequacy of Policies, codes and procedures on Employee Relations Management 2. Assess Management Controls in terms of the employee relations management process: * Employee related cases. * Disciplinary process. * Grievances and appeals. * CCMA, labour court and other related process. * Recognised Labour union relations and structure process 3. Review compliance to Policies and other relevant	Inadequate consultation and engagement with employees and organised Labour (R7)	N/A	N/A	III		√		Prioritised for year 2



			legislation.								
20	3.7	Employee wellness management	1. Evaluate adequacy of Policies and procedures on Employee wellness Management. 2. Assess Management Controls in terms of the Employee wellness management process.* Employee wellness program development and implementation.* Cases and intervention.* Contracted services/referrals. 3. Safeguarding and confidentiality of information 4. Capacity and competence of the resources	Inadequate Employee wellness program to healthy and productive workforce(R8)			III			√	New service provider appointment finalised in 2020/21. Prioritised for year 3
21	3.8	Performance Bonus Reviews	Review of performance appraisal documents and payments schedules for accuracy prior to	N/A	N/A	N/A	III	√	√	√	

			payment processing.									
22	3.9	Salary Increases implementation review	Review of payments schedules for accurate implementation of increase % and payment calculations.	N/A	N/A	N/A	N/A	√	√	√		
<b>D STRATEGY,REPORTING AND MONITORING</b>												
23	4.1	Performance Information monitoring ,evaluation and reporting	1. Evaluate the adequacy of policies and procedures established and maintained by management for planning and Management of company performance and reporting. 2. Assess the management controls in place :	N/A	N/A	N/A	III	√	√	√	Compliance and AG Focus	
			Inability to achieve set targets as per the APP and Strategic Plan.									

				<ul style="list-style-type: none"> <li>* To report collect, record, process data and report on company performance information;</li> <li>* Surrounding accuracy, validity, reliability, usefulness and completeness of information reported;</li> <li>* In-year monitoring procedures to facilitate performance monitoring, evaluation and corrective action;</li> <li>* Presentation and consistency of performance information reported;</li> <li>* Resolution of prior year findings</li> <li>* Management reporting &amp; oversight.</li> </ul> <p>3. Review compliance with reporting requirements (i.e. National Treasury's</p>	Failure to provide appropriate monitoring and evaluation services on organizational performance.	Strategy Risk Prg 1	Risk 7						
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				Framework for Managing Programme Performance Information)								
24	4.2	Annual Performance Report review	Review of the annual performance report for reliability prior to submission to the AG after year end									Assurance reviews and recommendation to Audit Committee prior to AG Submissions
25	4.3	Annual Performance Plan(APP) usefulness review process	Assess compliance to the National Treasury Framework for Performance information management and SIU policy (Usefulness reviews)	Failure to ensure compliance with all regulatory requirements applicable to SIU.	Strategic Risk Prg 1	Risk 8	III	√	√	√		Usefulness reviews and recommendation to AC prior to approval.

26	4.4	Operational Business Plans review	1. Assess alignment of the plans with the Company Strategy and Annual Performance Plan.2. Assess the adherence with the Smart Principles.	Failure to assess alignment of EXCO members performance agreements to Strategic Plan and APP(R4)	Ops Reg	Risk 4	III		√	√	Operational plans process review for adequacy and effectiveness. Usefulness reviews to be done in outer years.
27	4.5	Strategy development, implementation and monitoring	1. Assess the Adequacy of the strategy development and management Policies, framework and processes. 2. Assess Management Controls around: * Align business objectives with corporate mission * Strategy into plans. * Achievement of Plans * Monitoring, review and adjustment. * Assess Management reporting and oversight if any.	Failure to provide appropriate monitoring and evaluation services on organizational performance	Ops Reg	Risk 6	II			√	

E INFORMATION COMMUNICATION TECHNOLOGY											
28	5.1	IT General Controls review	1. Evaluate the adequacy and effectiveness of the IT Management in terms of: * IT Governance. * User Access Management. * Facilities and environmental Controls. * Change Management	Inability to provide appropriate ICT services across SIU business	Strategic Risk Prg 1	Risk 5	II			√	
29	5.2	IT Security Management	* IT Security Vulnerability and penetration assessment	Inability to provide appropriate ICT services across SIU business	Strategic Risk Prg 1	Risk 5	II	√	√		A) IT security General controls reviewed in 2019/20 follow up to be done in 2020/21. b) IT security Vulnerability assessment prioritised for year 1. c) Penetration Testing Prioritised for year 2.
30	5.3	IT Assets Management	Linked to 3.6	Inability to provide appropriate ICT services	Strategic Risk Prg 1	Risk 5	II				

				across SIU business.							
				Poor utilisation of the procured ICT Assets(R4)	Ops Reg	R4	III				
31	5.4	IT Service Management including incidents management	1. Assess the adequacy of IT Service Management policies and procedures. 2. Evaluate Management controls around: *IT Service Delivery agreements. * IT Support. * IT Performance management and monitoring. 3. Management reporting and oversight	Inability to provide appropriate ICT services across SIU business	Strategic Risk Prg 1	Risk 5	II		√		

32	5.5.	IT Disaster Recovery Management.	1. Assess the adequacy of the IT Disaster Recovery Policy and Plan. 2. Evaluate Management controls around IT Disaster Recovery Management: * Disaster Preparedness.* Testing and recoveries. 3. Assess compliance to the IT Disaster recovery Policies and Plans.	Inability to provide appropriate ICT services across SIU business.	Strategic Risk Prg 1	Risk 5	II	√			
<b>F STAKEHOLDER MANAGEMENT AND COMMUNICATION</b>											
33	6	Communications and Stakeholder Management	1) Assess the adequacy of the Communications and Stakeholder Management Policies, Plans and procedures. 2) Evaluate Management Controls around Communication and Stakeholder Management in terms of:	Ineffective collaboration with external and internal stakeholders			II	√			Never been audit but prioritised for year 2 due to resource limitations
				Inability to maintain SIU corporate image and identity due to poor brand management	Strategic Risk Prg 1	Risk 5	I				



			<ul style="list-style-type: none"> <li>* Communication Plan and Protocol.</li> <li>* Internal &amp; External Communication process including social media.</li> <li>* Branding</li> <li>* Monitoring and evaluation.</li> <li>* Stakeholder identification/classification and communication</li> <li>* Monitoring and evaluation.</li> <li>* Cooperation and collaboration with other internal &amp; external Stakeholders</li> </ul> <p>3) Compliance to relevant Stakeholder Management policies and procedures</p> <p>4) Capacitation and Competence of the unit</p> <p>5. Management oversight &amp; reporting</p>	Failure to approve and implement Communication Policy and Strategy(R2)			III				
<b>G</b>	<b>RISK MANAGEMENT</b>										

	34	7.1	Risk management	<p>1. Assess the existence and adequacy of the Risk Management Policy, framework, process and procedures.</p> <p>2. Evaluate the adequacy and effectiveness of management controls in:</p> <ul style="list-style-type: none"> <li>* Embedding the Risk Management process within the organisation.</li> <li>* Incorporation of risk management in planning and decision making process.</li> <li>* Process to ensure ownership and accountability over risks identified</li> <li>* Monitoring and oversight.</li> <li>* Understanding and Awareness.</li> </ul>	Failure to update and submit quarterly Procurement Plan to National Treasury as per the required timeframes	Finance Operations/D ept.	Risk 6	III		√		Audited in 2019/20
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	35	7.2	Security Management	1) Assess the adequacy of the Security Management Policies, Strategy, Plans and procedures. 2) Evaluate Management Controls around Security Management in terms of: * Physical Security Control and breaches. * Security Vetting and clearance. * Assessments and monitoring. * Information Security and classification. * Implementation of Security Plans and protocols 3) Compliance to relevant security standards and prescripts. 4) Capacitation and Competence of the unit. 5. Management Oversight and reporting	Insufficient preparedness to respond to physical security breaches.	Strategic Risk Prg 1	Risk 1	I		√	Prioritised for year 3 due to insufficient security controls ,current projects in progress.
					Unauthorized disclosure of SIU information	Fraud Register	Risk 4	II			

36	7.3	Ethics, Fraud and / Corruption management Review	1) Assess the adequacy of the Fraud and ethics Management Policies, Plan, processes and procedures.2) Evaluate Management Controls around Fraud and Ethics Management in terms of:* Fraud Prevention, detection and corrective measures * Screening* Work outside the organisation* Declaration of Interest* Declaration of gifts.* Confidentiality.* Fraud Prevention and Investigations. 3) Compliance to relevant Policies and SOP.4) Capacitation and Competence of staff. 5. Management Oversight & reporting	Non-declaration of gifts offered and solicited by employees	Fraud Risk	Risk 9	IV	√		Compliance and AG Focus
				Unauthorised disclosure or leaking of SIU information	Fraud Risk	Risk 4	II			
				Employees moonlighting or performing remuneration work outside SIU without proper authorization.	Fraud Risk	Risk 9	III			

	37	7.4	Business Continuity Management	<p>1) Assess the adequacy of the Business Continuity Management Policies/Framework and Plan.</p> <p>2) Evaluate Management Controls around Business Continuity Management in terms of :</p> <ul style="list-style-type: none"> <li>* Business Continuity Plan Implementation.</li> <li>* BCP Testing.</li> <li>* BCP Committee effectiveness.</li> <li>* BCP Communication and Information.</li> <li>* Monitoring and reporting.</li> <li>* Management reporting and oversight</li> </ul> <p>3) Compliance to relevant Policies and legislation.</p> <p>4. Management Oversight &amp; reporting.</p>	Inadequate and ineffective business continuity Management			I	√				
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H	LEGAL COUNCIL													
38	81	Civil Litigations Management	1.Assess the adequacy of the Civil Litigation Management Policy, framework ,process and procedures. 2. Evaluate the adequacy and effectiveness of Management controls in terms of the Civil litigation Management process: * Legal advisory services. * Representations/d efense court. * Special Tribunal Enrolment Process review.	Failure to ensure compliance with all regulatory requirements applicable to SIU	Strategic Risk Prg 1	Risk 8	III		√			Prioritised to Year 2 ,as the strategy was approved late 2019/20 and yet to be fully implemented.		
				Inability to achieve forensic investigation's legal outcomes.	Strategic Risk Prg 2	Risk 3	II							
				Failure to enroll and finalise civil litigation matters in the Special Tribunal Court		Risk 3	II							

39	8.2	Compliance Management	1. Assess the adequacy of the Compliance Management Policy, framework, process and procedures. 2. Evaluate the adequacy and effectiveness of Compliance Management controls in terms of: * Compliance Universe identification. * Monitoring and corrective actions and reporting* Oversight. 3. Compliance with relevant legislations	Failure to ensure compliance with all regulatory requirements applicable to SIU	Strategic Risk Prg 1	Risk 8	III		√		Prioritised to Year 2 subject to management confirmation. Compliance framework has been put in place however compliance universe was not yet defined.
	Link ed to 3.	Contract, SLA and MOU Development	Linked to 2.2	Failure to ensure compliance with all regulatory requirements applicable to SIU	Strategic Risk Prg 1	Risk 8	III				Audited as part of SCM Contract Management Audit prioritised in year 2
	I GOVERNANCE										

40	9	Corporate Governance Review	1. Assess the Adequacy of Governance Policies and procedures: * Governance Structures. * Terms of reference. * Meetings and records. * Assessment. * Reporting 2. Assess compliance to the policy and relevant legislations	Failure to ensure compliance with all regulatory requirements applicable to SIU	Strategic Risk Prg 1	Risk 8	III			√	
J	PROGRAMME PORTFOLIO (MARKET ,DATA ANALYTICS AND PREVENTION)										
41	10	Case registration ,assessment and monitoring	1. Assess the adequacy of the Programme Monitoring Processes and Procedures. 2. Evaluate the adequacy and effectiveness of management controls in terms of: * Receiving of allegations.	Failure to properly record and track all allegations reported to SIU. Failure to properly assess reported cases or allegations of corruption and	Strategic Risk Prg 3	Risk 3	III			√	Prioritised due to the impact on company performance and performance information .Programme 2 AG Focus
					Strategic Risk Prg 3	Risk 4	IV				



			<ul style="list-style-type: none"> <li>* Recording of allegations.</li> <li>* Case Assessment process.</li> <li>* Tracking and reporting</li> <li>* Referrals</li> <li>* Management oversight.</li> <li>* Capacitation of the Unit in terms of skills and resources.</li> <li>* Use of Case Management System.</li> </ul>	maladministration.								
				Failure by State institutions to implement SIU legal recommendations.	Strategy Risk Prg 3	Risk 1	I					Existing controls as Inadequate due to circumstances beyond our control as this is dependent on amendments to the SIU Act.
K	FOLLOW UP REVIEW											
42	11	Follow-ups	Follow-up on the implementation of audit recommendations and action plans (by Internal Audit, External Audit and other assurance providers)	N/A	N/A	N/A	N/A	√	√	√		

	K	ADHOC ASSIGNMENTS									
	43	12	Adhoc Assignments	Adhoc (Management request)	N/A	N/A	N/A	N/A			

PRICING DETAIL 2	
	SBD 3.1 - Pricing Schedule for the Duration of the Contract
	<b>NOTE</b>
	Price quoted is fully inclusive of all costs including delivery to the specified SIU Business Unit geographical address and includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions, and skills development levies.
	Detailed information i.e. costed bill of quantities is optional and is provided as annexure to the details provided.
	The SIU accepts no changes, extensions, or additional ad hoc costs to the pricing conditions of the contract once both parties have signed the contract unless approved by both parties subject to statutory requirements.
	The amount should be inclusive of rates and taxes
	Schedule of Prices shall be completed and signed in black ink. Corrections must be done by deleting, rewriting and initialing next to the amendment. No correction ink is permitted in the document.
	Guarantees, warranties and replacement must be included
	Pricing is subject to the addition of Preference Points as stipulated in below - Standard Bidding Document 6.1 Preference claim form.
	<b>WHERE QUANTITIES AND/OR SERVICES ARE REQUIRED AS AND WHEN NEEDED, THE ESTIMATION PRICE MODEL BELOW APPLIES (THE QUANTITIES PROVIDED ARE FOR QUOTING PURPOSES ONLY)</b>
	The SIU utilises the following price model to model the elements that are not certain at time of pricing to allow for a fair, comparable, and objective price competition leading to the award of this contract. The actual usage during the management of the contract determines the final contract value.
<b>PREFERENCE POINTS CLAIMED (SBD 6.1)</b>	
	<b>NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B- BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017</b>
	In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points are awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:
	The following preference point systems are applicable to all bids: the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
	The value of this bid is estimated not to exceed R 50 000 000 (all applicable taxes included) and therefore the preference point system below shall be applicable.

Preference Points for this bid is awarded in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

The purchaser reserves the right to require either before adjudicate the bid or at any time subsequently of the bidder to substantiate any claim to preferences in any manner required.

<p>A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a valid BBBEE certificate (South African Companies) if available or a sworn affidavit, signed and stamped by the commissioner of Oath, be it South African Policy Service (SAPS) or any recognized commissioner of Oath confirming Annual Total Revenue and Level of Black Ownership or a Companies and Intellectual Property Commission (CIPC) certificate stipulating Annual Total Revenue and Level of Black Ownership. A copy of the template for this affidavit is available on the Department of Trade and Industry website <a href="https://www.thedti.gov.za/gazette/Affidavit_EME.pdf">https://www.thedti.gov.za/gazette/Affidavit_EME.pdf</a></p> <p>A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA (<i>Only certificates issued in 2016 will be accepted, as CSD no longer accept certificate issued as from 1<sup>st</sup> of January 2017</i>) or a Verification Agency accredited by SANAS.</p> <p>A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, if the entity submits their B-BBEE status level certificate.</p> <p>A trust, consortium, or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, if the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.</p> <p>Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.</p> <p>A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.</p> <p>A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.</p>	
<b>BID DECLARATION: B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF THE ABOVE TABLE:</b>	
B-BBEE Status level claimed	
Preference Points claimed	
<b>BID DECLARATION: SUB-CONTRACTING</b>	
Will any portion of the contract be sub-contracted?	YES / NO
If Yes, indicate:	
What percentage of the contract will be subcontracted?	
Names of the sub-contractor	
The B-BBEE status level of the sub- contractor	
Whether the sub-contractor is an EME?	YES / NO

<p>I/we, the undersigned, who is/are duly authorized to do on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:</p> <ul style="list-style-type: none"> <li>• The information furnished is true and correct;</li> <li>• The preference points claimed are in accordance with the Preferential Procurement Policy Framework Act and its Regulations;</li> <li>• In the event of a contract being awarded as a result of points claimed as shown above, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;</li> </ul> <p>If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –</p> <ul style="list-style-type: none"> <li>• Disqualify the Bidder from the bidding process;</li> <li>• Recover costs, losses or damages it has incurred or suffered as a result of that Bidder's conduct;</li> <li>• Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;</li> <li>• Restrict the Bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding ten (10) years, after the audi alteram partem (hear the other side) rule has been applied; and forward the matter for criminal prosecution; and Forward the matter for criminal prosecution.</li> </ul>
<p><b>DUE DILIGENCE REQUIREMENTS</b></p>
<p><b>Written References from South African Revenue Services for either companies not registered in South Africa or do not have a local registered subsidiary</b></p> <p>Bidder is required to provide evidence of good standing with their tax office (overseas and local).</p> <p>Where the bidder is a South African citizen and meets the threshold for tax registration, the Central Supplier Database registration provided the verification of the bidder's tax status. Foreign bidders, where they have a South African legal registered entity, must comply with this requirement.</p> <p>Where the foreign bidders do not have a South African legal entity, they are exempt from this requirement. For due diligence, where their country of residence has the same requirement of tax status, a copy of that certificate should be provided.</p>
<p><b>DECLARATION</b></p> <p>I, the undersigned (NAME)..... Certify that the information furnished above is correct.</p> <p>I accept that SIU may reject the bid or act against me in terms of Paragraph 23 of the General Conditions of Contract should this declaration prove to be false.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>.....</p> <p>Signature</p> <p>.....</p> <p>Position</p> </div> <div style="width: 45%;"> <p>.....</p> <p>Date</p> <p>.....</p> <p>Name of bidder</p> </div> </div>

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION	
	I, the undersigned, in submitting this Bid in response to the invitation for the Bid made by the Special Investigating Unit, do hereby make the following statements that I certify to be true and complete in every respect:
	I have read and I understand the contents of this Certificate;
	I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect;
	I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder;
	Each person whose signature appears on the Bid has been authorised by the Bidder to determine the terms of, and to sign, the Bid on behalf of the Bidder;
	For the purposes of this Certificate and the accompanying Bid, I understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who: <ul style="list-style-type: none"> <li>a) Has been requested to submit a Bid in response to this Bid invitation;</li> <li>b) Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and</li> <li>c) Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder</li> </ul>
	The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium <sup>1</sup> will not be construed as collusive bidding
	In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding: <ul style="list-style-type: none"> <li>a) Prices;</li> <li>b) Geographical area where product or service will be rendered (market allocation);</li> <li>c) Methods, factors or formulas used to calculate prices;</li> <li>d) The intention or decision to submit or not to submit, a Bid;</li> <li>e) The submission of a Bid which does not meet the specifications and conditions of the Bid; or</li> <li>f) Bidding with the intention not to win the Bid.</li> </ul>
	In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates.
	The terms of this Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding the bid or to the signing of the contract.
	I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public

<sup>1</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of contract

	sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation	
	<b>DECLARATION</b> <p>I, the undersigned (NAME)..... certify that the information furnished above is correct.</p> <p>I accept that SIU may reject the bid or act against me in terms of Paragraph 23 of the General Conditions of Contract should this declaration prove to be false.</p> <p>..... Signature Date</p> <p>..... Position Name of bidder</p>	
	<b>SBD 8- DECLARATION OF BIDDER'S PAST SCM PRACTICE</b>	
	Is the Bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule	YES/NO
	Is the Bidder or any of its directors 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)? If Yes, furnish particulars as an attached schedule:	YES/NO
	Was the Bidder or any of its directors 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? If Yes, furnish particulars as an attached schedule:	YES/NO
	Was any contract between the Bidder and any organ of state terminated during the past five years because of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule:	YES/NO
	The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	
	<b>DECLARATION</b> <p>I, the undersigned (NAME)..... certify that the information furnished above is correct.</p> <p>I accept that SIU may reject the bid or act against me in terms of Paragraph 23 of the General Conditions of Contract should this declaration prove to be false.</p> <p>..... Signature Date</p> <p>..... Position Name of bidder</p>	
	<b>SBD 4- DECLARATION OF INTEREST WITH GOVERNMENT</b>	
	Any legal person, including persons employed by the State <sup>1</sup> , or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to Bid (includes an advertised competitive Bid, a limited Bid, a proposal or written price	



	<p>quotation). In view of possible allegations of favoritism, should the resulting Bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the Bidder or his/her authorised representative, declare his/her position in relation to the evaluating/adjudicating authority where: The Bidder is employed by the State; and/or The legal person on whose behalf the Bidding Document is signed, has a relationship with persons/s person who is/are involved in the evaluation and or adjudication of the Bid(s), 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 involved with the evaluation and/or adjudication of the Bid.</p>																										
<p>In to effect to the, the following questionnaire must be completed and submitted with this bid:</p>																											
	Full Name of Bidder or his/her representative:																										
	Identity Number:																										
	Position occupied in the Company (director, trustee, shareholder, member):																										
	Registration number of company, enterprise, close corporation, partnership agreement:																										
	Reference Number:																										
	VAT Registration:																										
	PLEASE COMPETE BELOW AND SHOULD THE NUMBER OF MEMBERS EXCEEDS BELOW SPACE, KINDLY SUBMIT IN THE SAME FORMAT																										
	<p><b>Full details of directors / trustees / members / shareholders.</b></p> <table border="1"> <thead> <tr> <th>Full Name</th> <th>Identity Number</th> <th>Personal Tax Reference Number</th> <th>State Employee No / Persal No</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> </tbody> </table>			Full Name	Identity Number	Personal Tax Reference Number	State Employee No / Persal No																				
Full Name	Identity Number	Personal Tax Reference Number	State Employee No / Persal No																								
	<p>Are you or any person connected with the Bidder presently employed by the state? If so, furnish the following particulars in an attached schedule</p>		YES / NO																								
	Name of person/ director/ trustee/ shareholder/member																										
	Name of state institution at which you or the person connected to the Bidder is employed																										
	Position occupied in the state institution																										
	Any other particulars																										

If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	YES / NO										
If Yes, did you attach proof of such authority to the Bid document?											
If No, furnish reasons for non-submission of such proof as an attached schedule											
<b>(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)</b>											
Did you or your spouse or any of the company's directors/ trustees /shareholders /members or their spouses conduct business with the State in the previous twelve months?	YES / NO										
If so, furnish particulars as an attached schedule:											
Do you, or any person connected with the Bidder, have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and or adjudication of this Bid?	YES / NO										
If so, furnish particulars as an attached schedule:											
Do you or any of the directors/ trustees/ shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?	YES / NO										
If so, furnish particulars as an attached schedule:											
<table border="1"> <tr> <th colspan="2" data-bbox="213 1184 1466 1247">DECLARATION</th> </tr> <tr> <td colspan="2" data-bbox="213 1247 1466 1346">           I, the undersigned (NAME).....certify that the information furnished above is correct.         </td> </tr> <tr> <td colspan="2" data-bbox="213 1346 1466 1458">           I accept that SIU may reject the bid or act against me in terms of Paragraph 23 of the General Conditions of Contract should this declaration prove to be false.         </td> </tr> <tr> <td data-bbox="213 1458 762 1570">           ..... Signature         </td> <td data-bbox="762 1458 1466 1570">           ..... Date         </td> </tr> <tr> <td data-bbox="213 1570 762 1648">           ..... Position         </td> <td data-bbox="762 1570 1466 1648">           ..... Name of bidder         </td> </tr> </table>		DECLARATION		I, the undersigned (NAME).....certify that the information furnished above is correct.		I accept that SIU may reject the bid or act against me in terms of Paragraph 23 of the General Conditions of Contract should this declaration prove to be false.		..... Signature	..... Date	..... Position	..... Name of bidder
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..... Position	..... Name of bidder										
<b>SIU REFERENCE LETTER FORMAT</b>											
<ul style="list-style-type: none"> <li>• The respondent/tenderer may complete part A of this form.</li> <li>• The respondent may opt to submit already signed reference letter from previous client.</li> <li>• The respondent/tender must forward SIU reference letter annexure for completion and signing to be completed by the referee, then bind the signed.</li> <li>• It is critical for the referee to include their signature and company stamp in the space provided.</li> </ul>											

- It is critical for the referee to include their contact details to enable verification of the reference. The SIU will not give scores for incomplete forms.
- The referee to please provide a score (1 =Poor, 2 =Average, 3 =Good, 4 =Excellent, 5 =Best in Class)

#### SIU REFERENCE LETTER TEMPLATE (DETAILS OF PREVIOUS SIMILAR WORK EXPERIENCE)

##### PART A: TO BE COMPLETED BY REFEREE

(SIU will not consider an incomplete reference letter annexure, it must be completed by a contactable referee), a bidder may opt to attach reference letters other than completing below reference template, or provide detailed list of previous and or current client (s).

We are submitting a bid for the contract described below. We appreciate your assistance and effort in completing on your letterhead the reference as set out below on your experience with us.

<b>Referee Legal Name:</b>	
<b>Client / Referee Name:</b>	
<b>Bid Number of the previous or current project:</b>	
<b>Period/Year of project execution</b>	
<b>Duration of the Contract</b>	
<b>Bid Description</b>	
<b>Describe the service/work the above bidder provided to your organisation below</b>	
<b>Please score on the attributes / criteria listed below as follows:</b>	
1 = Poor, 2 = Average , 3 = Good, 4 = Excellent, 5 = Best in Class	
<b>Criteria</b>	
Professionalism	
Customer centricity	
Turnaround times	
Completion times	
Satisfaction with bidder	

Satisfaction with quality of work / service			
Technical Support and Maintenance			
After Sales Support and Training			
Product Knowledge			
Project Planning and Management			
Configuration and Performance			
Overall Impression			
No. of times used in past year		Would you use the provider again?	YES/NO
Completed by:			
Signature:			
Company Name:			
Contact Telephone Number:			
Date:			
This document without the referee company stamp will be considered invalid			
COMPANY STAMP			
ANY comments			

#### SPECIAL CONDITIONS FOR MANAGING CONTRACTUAL OBLIGATIONS

##### 1. Contract Management

1.1. The SIU manages this contract fairly and objectively in accordance to the terms and conditions set out in this document.

	<p><b>2. Contract Manager</b></p> <p>2.1. The SIU appoints a contract manager and notifies the other party in writing of the name and contact details of the appointed contract manager.</p> <p><b>3. Contract Communication</b></p> <p>3.1. The SIU communicates all communications in writing as well as through email.</p> <p>3.2. The SIU maintains all contract documentation, correspondence, etc. in a defined contract file open for inspection.</p> <p>3.3. The SIU states the contract number with secondary reference numbers i.e. purchase numbers on all communication, documentation such as purchase orders issued, etc. The SIU will consider any communication without the contract number on as not being legal communication between the parties and not enacted on by either party as a protection against fraud.</p> <p><b>4. Communicating “As and When” in terms of the specific contract clauses</b></p> <p>4.1. Where prices and/or availability need to be confirmed, a request for an updated detail quotation/information is issued;</p> <p>4.2. Where specific procurement items as specified in the contract are required, the SIU issues a purchase order stating the contract number for the requirement.</p> <p>4.3. Such purchase order has the following detail (s) (where this is not provided, the purchase order is not a valid communication in terms of this contract):</p> <p>4.3.1. Purchase Order Number</p> <p>4.3.2. Contract Number</p> <p>4.3.3. Quantity</p> <p>4.3.4. Description of the required procurement. Where detailed, reference must be made to the relevant technical document attached;</p> <p>4.3.5. Catalogue number if applicable;</p> <p>4.3.6. Unit price per this contract;</p> <p>4.3.7. Delivery Date;</p> <p>4.3.8. Business unit code; and</p> <p>4.3.9. The specific delivery site.</p> <p><b>5. Communicating where incidental services are required as listed in this document</b></p> <p>5.1. Incidental services are specified in the incidental services clause</p> <p>5.2. Incidental services are priced in accordance with the incidental clause where such prices have not been set in the SBD form.</p> <p><b>6. Performance Management</b></p> <p>6.1. The SIU measures performance throughout the contract life.</p> <p>6.2. The SIU has regular performance review with the contractor.</p> <p>6.3. Where severe non-performance occurs will terminate the contract earlier in Consultation with the contractor.</p>
	<b>CONTRACTED BIDDER</b>
	<p><b>1. Managing the Contract</b></p> <p>1.1. The contracted party manages this contract fairly and objectively in accordance to the terms and conditions set out in this document.</p> <p><b>2. Contract Manager</b></p> <p>2.1. The contracted party appoints a contract manager and notifies the SIU in writing of the name and contact details of the appointed contract manager.</p> <p><b>3. Communication</b></p> <p>3.1. The contracted party communicates in writing and through email.</p>

	<p>3.2. The contracted party always state the contract number on communication, documentation such as correspondence, purchase orders issued, etc. and will not act upon any communication without the contract number or must verify such communication with the SIU prior to acting upon it.</p> <p><b>4. Managing Stages (if applicable), Delivery Scheduling (if applicable), Milestones (if applicable)</b></p> <p>4.1. Where different stages apply, the contracted party communicates in writing the commencement of the stage to the SIU.</p> <p><b>5. Health and Safety Requirements</b></p> <p>5.1. In terms of the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations), the contracted supplier is responsible for the health and safety of its employees and those other people affected by the operations of the supplier.</p> <p>5.2. The contracted supplier ensures all work performed and/or equipment used on site complies with the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations).</p> <p>5.3. To this end, the contracted supplier shall make available to SIU the valid letter of good conduct and shall ensure that its validity does not expire while executing this bid.</p> <p>5.4. <b>[NOTE TO PREPARERS:]</b> Additional Health and Safety documentation can be required prior to commencement of the contract but mentioned at the bid stage. These include SHE Plan (Safety, Health and Environment Plan), SHE File which contains the names of people assigned for Safety responsibilities and their certificates, this may also include information regarding the organisational safety hierarchy – line of command, and contingency plans.</p>									
	<table><tr><th colspan="3">SERVICE PERFORMANCE LEVELS (MANDATORY)</th></tr><tr><th>Service being Measured</th><th>Measurement</th><th>Maximum level</th></tr><tr><td>Conformance to specifications</td><td>Technical Specification</td><td>Minimum conformance to the SIU requirements as detailed in Evaluation Criteria</td></tr></table>	SERVICE PERFORMANCE LEVELS (MANDATORY)			Service being Measured	Measurement	Maximum level	Conformance to specifications	Technical Specification	Minimum conformance to the SIU requirements as detailed in Evaluation Criteria
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GENERAL CONDITIONS OF CONTRACT										
<p>In this document words in the singular also mean in the plural and vise versa, words in the masculine mean in the feminine and neuter, and words such as “will/should” mean “must”. The SIU cannot amend the National Treasury’s General Conditions of Contract (GCC). SIU appends Special Conditions of Contract (SCC) providing specific information relevant to a GCC clause directly below the specific GCC clause and where the SIU requires a SCC that is not part of the GCC, the SIU appends the SCC clause after all the GCC clauses. No clause in this document shall be in conflict with another clause.</p>										
GCC1	1. Definitions - The following terms shall be interpreted as indicated:									
	<p>1.1. “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2. “Contract” means the written an agreement entered into between the purchaser 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.</p> <p>1.3. “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4. “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p>									

	<p>1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6. "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.</p> <p>1.7. "Day" means calendar day.</p> <p>1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.</p> <p>1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.</p> <p>1.10. "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.</p> <p>1.11. "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.</p> <p>1.12. "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 purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p>
	<p>1.13. "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.</p> <p>1.14. "GCC" means the General Conditions of Contract.</p> <p>1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>1.16. "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.</p> <p>1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.</p> <p>1.18. "Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value- adding activities.</p> <p>1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20. "Project site," where applicable, means the place indicated in bidding documents.</p> <p>1.21. "Purchaser" means the organization purchasing the goods.</p> <p>1.22. "Republic" means the Republic of South Africa.</p> <p>1.23. "SCC" means the Special Conditions of Contract.</p> <p>1.24. "Services" means 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.</p>

	1.25. Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
<b>GCC2</b>	<b>2. APPLICATION</b>
	<p>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, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2. Where applicable, special conditions of contract are also laid down to, cover specific supplies, services or works.</p> <p>2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
<b>GCC3</b>	<b>3. General</b>
	<p>3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2. With certain exceptions (National Treasury’s eTender website), 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 <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>
<b>GCC4</b>	<b>4. Standards</b>
	4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
<b>GCC5</b>	<b>5. Use of contract documents and information</b>
	<p>5.1. The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser 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 so far as may be necessary for purposes of such performance.</p> <p>5.2. The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.</p> <p>5.4. The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
<b>GCC6</b>	<b>6. Patent rights</b>
	6.1. The supplier shall indemnify the purchaser 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 purchaser.



<b>GCC7</b>	<b>7. Performance security</b>
	<p>7.1. Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>7.3.2. a cashier's or certified cheque</p> <p>7.4. The performance security will be discharged by the purchaser 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.</p>
<b>GCC8</b>	<b>8. Inspections, tests and analyses</b>
	<p>8.1. All pre-bidding testing will be for the account of the bidder.</p> <p>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.</p> <p>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 purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>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 purchaser.</p> <p>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.</p> <p>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.</p>

	<p>8.7. Any contract supplies may on or after delivery be inspected, tested or analysed 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 purchaser 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.</p> <p>8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
<b>GCC9</b>	<b>9. Packing</b>
	<p>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.</p> <p>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 purchaser.</p>
<b>GCC10</b>	<b>10. Delivery and Documentation</b>
	<p>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.</p> <p>10.2. Documents to be submitted by the supplier are specified in SCC.</p>
<b>GCC11</b>	<b>11. Insurance</b>
	<p>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.</p>
<b>GCC12</b>	<b>12. Transportation</b>
	<p>12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
<b>GCC13</b>	<b>13. Incidental services</b>
	<p>13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;</p>

	<p>13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>13.1.4. 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</p> <p>13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</p> <p>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.</p>
<b>GCC14</b>	<b>14. Spare parts</b>
	<p>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:</p> <p>14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and,</p> <p>14.1.2. in the event of termination of production of the spare parts:</p> <p>14.1.2.1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>14.1.2.2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
<b>GCC15</b>	<b>15. Warranty</b>
	<p>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 purchaser'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.</p> <p>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.</p> <p>15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>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 purchaser.</p>

	15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser 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 purchaser may have against the supplier under the contract.
<b>GCC16</b>	<b>16. Payment</b>
	<p>16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of a valid invoice or claim by the supplier.</p> <p>16.4. Payment will be made in Rand unless otherwise stipulated in SCC</p>
<b>GCC17</b>	<b>17. Prices</b>
	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 purchaser's request for bid validity extension, as the case may be.
<b>GCC18</b>	<b>18. Contract amendment</b>
	18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
<b>GCC19</b>	<b>19. Assignment</b>
	19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
<b>GCC20</b>	<b>20. Subcontract</b>
	20.1. The supplier shall notify the purchaser 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
<b>GCC21</b>	<b>21. Delays in supplier's performance</b>
	<p>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 purchaser in the contract.</p> <p>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 purchaser 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 purchaser 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.</p> <p>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.</p>

	<p>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.</p> <p>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.</p> <p>21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser 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.</p>
<b>GCC22</b>	<b>22. Penalties</b>
	<p>22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>
<b>GCC23</b>	<b>23. Termination for default</b>
	<p>23.1. The purchaser, 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:</p> <p>23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,</p> <p>23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>23.1.3 if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser 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 purchaser 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.</p> <p>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.</p> <p>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.</p> <p>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 partly</p>

	<p>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.</p>
	<p>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:</p> <p>23.6.1. the name and address of the supplier and / or person restricted by the purchaser;</p> <p>23.6.2. the date of commencement of the restriction</p> <p>23.6.3. the period of restriction; and</p> <p>23.6.4. the reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>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 for 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 years and not more than 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.</p>
<b>GCC24</b>	<b>24. Anti-dumping and countervailing duties and rights</b>
	<p>24.1. When, after the date of bid, provisional payments are required, or anti- dumping 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 State 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 State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor 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.</p>
<b>GCC25</b>	<b>25. Force Majeure</b>
	<p>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.</p>
	<p>25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser 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.</p>

<b>GCC26</b>	<b>26. Termination for insolvency</b>
	26.1. The purchaser 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 purchaser.
<b>GCC27</b>	<b>27. Settlement of disputes</b>
	<p>27.1. If any dispute or difference of any kind whatsoever arises between the purchaser 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.</p> <p>27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or Difference by such mutual consultation, then either the purchaser 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.</p> <p>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.</p> <p>27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5. Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>27.5.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>27.5.2. the purchaser shall pay the supplier any monies due the supplier.</p>
<b>GCC28</b>	<b>28. Limitation of liability</b>
	<p>28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>28.1.1. the supplier shall not be liable to the purchaser, 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 purchaser; and</p> <p>28.2. the aggregate liability of the supplier to the purchaser, 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.</p>
<b>GCC29</b>	<b>29. Governing language</b>
	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.
<b>GCC30</b>	<b>30. Applicable law</b>
	30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>GCC31</b>	<b>31 Notices</b>
	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

	<p>by him in writing and such posting shall be deemed to be proper service of such notice.</p> <p>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.</p>
<b>GCC32</b>	<b>32. Taxes and duties</b>
	<p>32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>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 purchaser.</p> <p>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</p>
<b>GCC33</b>	<b>33 National Industrial Participation (NIP) Programme</b>
	<p>33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.</p>
<b>GCC34</b>	<b>34. Prohibition of restrictive practices</b>
	<p>34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p>
	<p>34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</p>
<b>BID SPECIAL CONDITIONS OF CONTRACT</b>	
<b>BID SCC 1</b>	<b>1. Delivery and Documentation</b>
	<p>1.1. All deliveries or despatchers must be accompanied by a delivery note stating the official order against which the delivery has been effected.</p> <p>1.2. Deliveries not complying with the order will be returned to the contractor at the contractor's expense.</p> <p>1.3. The SIU is under no obligation to accept any quantity, which is in excess of the ordered quantity.</p> <p>1.4. The supplier provides the following documentation per delivery:</p> <p>1.4.1 Manufacturer's Warranty Certificates per machine; these Warranty Certificates must include, but is not limited to, the following information:</p>



	<ul style="list-style-type: none"> <li>• Hardware information and serials numbers.</li> <li>• Warranty agreement with warranty numbers.</li> <li>• Warranty period.</li> <li>• Manufacturer's South African support contact details.</li> </ul> <p>1.5. SIU representative verifies both delivery and performance prior to signing a certificate of delivery / installation / progress milestone / commissioning evidencing such performance.</p> <p>10.8. The Contractor must ensure such signed approved verification accompanies the subsequent supplier invoice.</p>
<b>BID SCC 2</b>	<b>2. Incidental Services</b>
	<p>Additional incidental services to those listed in clause GCC13.1 above are the following:</p> <p>2.1. The SIU may procure additional licenses, ad hoc development and consulting services from the successful bidder during the solution implementation period as well as after the solution implementation period has lapsed. These ad hoc developments and consulting services include, but are not limited to, additional solution development and technical support and maintenance.</p>
<b>BID SCC 3</b>	<b>Method and conditions of Payment</b>
	<p>3.1. The SIU only accepts invoice supported by signed delivery documents in accordance with this contract as valid payment requests.</p> <p>3.2. The other party submits the above invoices to the appointed contract manager for submission to the respective finance unit.</p> <p>3.3. The SIU does not settle invoices for outstanding goods or Services.</p> <p>3.4. Payment is made in the South African Rands.</p>
<b>BID SCC 4</b>	<b>Prices</b>
	<p>4.1. All adjustments to unit prices must be specified on the SBD3.2 and apply in accordance with the terms set in the SBD3.2. Applications for price adjustments must have the documentary evidence set for each adjustment in the SBD3.2 to support of any adjustment. Unit price adjustments will only apply once the SIU has approved in writing the application.</p> <p>4.2. Where Cost Price Adjustments (CPA) are applicable and justifiable, the bidder must declare this in the SBD3.2 for these to apply.</p> <p>4.3. Incidental services that are not specified in the SBD3.2 are adjusted as set out in clause GCC13.2</p> <p>4.4. Contract management verifies all cost adjustment applications prior to giving approval.</p>
<b>BID SCC 5</b>	<b>Intellectual property provided in the bid invitation</b>
	<p>5.1. The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation provided by the SIU to the Bidder, both successful and unsuccessful, remain the property of the SIU.</p>
<b>BID SCC 6</b>	<b>Intellectual property contained in the deliverables</b>
	<p>6.1. The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation required as part of the delivery to the SIU reside with the SIU.</p>
<b>BID SCC 7</b>	<b>Third Party Warranty</b>

	7.1. Where the contracted party sources goods or services from a third party, the contracted party warrants that all financial and supply arrangements are agreed between the contracted party and the third party.													
<b>BID SCC 8</b>	<b>Third Party Agreements</b>													
	8.1. No agreement between the contracted party and the third party is binding on the SIU.													
<b>BIDDERS DETAIL RESPONSE FORMING PART OF CONTRACT</b>														
<b>1</b>	<b>Proposal to Technical Specification</b>													
<b>BIDDERS DETAIL PRICE SCHEDULES</b>														
<b>2</b>	<b>SBD 3.1 as set out in this document</b>													
<b>BID SUBMISSION CERTIFICATE FORM - (SBD 1)</b>														
	I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to the SPECIAL INVESTIGATION UNIT in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted.													
	My offer remains binding upon me and open for acceptance by the SPECIAL INVESTIGATION UNIT during the validity period indicated and calculated from the closing time of Bid Invitation.													
	<p>The following documents are deemed to form and be read and construed as part of this offer / bid even where integrated in this document:</p> <table border="1"> <tr> <td>Invitation to Bid (SBD 1)</td><td>Specification(s) set out in this Bid Invitation inclusive of any annexures thereto</td></tr> <tr> <td rowspan="2">Bidder's responses to specifications, capability requirements and capacity as attached to this document</td><td>Pricing Schedule(s) (SBD3.1) including detailed schedules attached</td></tr> <tr> <td>CSD Compliance status as per CSD report form</td></tr> <tr> <td>Declaration of Interest (SBD4);</td><td>Independent Price Determination (SBD 9)</td></tr> <tr> <td colspan="2">Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017 (SBD6.1) and the BBBEE certificate</td></tr> <tr> <td>Declaration of Bidder's past SCM practice (SBD 8)</td><td>Conditions of contract as set out in this document (GCC)</td></tr> <tr> <td>NIPP Obligations (SBD 5) where applicable</td><td>Local Content Certification (SBD 6.2) where applicable</td></tr> </table>	Invitation to Bid (SBD 1)	Specification(s) set out in this Bid Invitation inclusive of any annexures thereto	Bidder's responses to specifications, capability requirements and capacity as attached to this document	Pricing Schedule(s) (SBD3.1) including detailed schedules attached	CSD Compliance status as per CSD report form	Declaration of Interest (SBD4);	Independent Price Determination (SBD 9)	Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017 (SBD6.1) and the BBBEE certificate		Declaration of Bidder's past SCM practice (SBD 8)	Conditions of contract as set out in this document (GCC)	NIPP Obligations (SBD 5) where applicable	Local Content Certification (SBD 6.2) where applicable
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NIPP Obligations (SBD 5) where applicable	Local Content Certification (SBD 6.2) where applicable													
I confirm that I have satisfied myself as to the correctness and validity of my offer / bid in response to this Bid Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Bid Invitation; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.														

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.	
I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other Bid.	
I certify that the information furnished in these declarations (SBD4, SBD6.1, SBD8, SBD9) is correct and I accept that the SIU may reject the Bid or act against me should these declarations prove to be false.	
I confirm that I am duly authorised to sign this offer/ bid response.	
NAME (PRINT)	
CAPACITY	
SIGNATURE	
DATE	
<b>Witness 1</b>	
NAME	
SIGNATURE	
DATE	
<b>Witness 2</b>	
NAME	
SIGNATURE	
DATE	

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<sup>i</sup> Award or Objective Criteria will be used interchangeably across the bid document