



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

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

BID NUMBER	<b>RFP: 004/03/2021</b>
AREA OF SPECIALIZATION (PROJECT NAME)	<b>APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF OFFICE ACCOMMODATION- NELSPRUIT.</b> <i>(Within Nelspruit and/or surrounding areas with acceptable radius outside Nelspruit not exceeding 10km)</i>
CLOSING DATE AND TIME	<b>16 April 2021 @ 11:00 AM</b>
NON COMPULSORY BRIEFING SESSION	There will a non-compulsory briefing session through digital platform on <b>30 March 2021 @11:00AM</b> . Please visit the SIU website under "Supply Chain Management – Current tenders" for the electronic link to the briefing session.
CONTRACT PERIOD	<b>FIVE (5) YEARS WITH RENEWAL OPTION OF THREE (3) YEARS</b>

### BID DESCRIPTION

**PROVISION OF OFFICE ACCOMMODATION- NELSPRUIT** *(Within Nelspruit and/or surrounding areas with acceptable radius outside Nelspruit not exceeding 10km).*

**Bidders must sign the last signature page of the SBD1 form validating all documents included in the response to this invitation.**

**The successful bidder will sign the written Contract Form (SBD 7.2) with the Special Investigating Unit (SIU) once the delegated authority has approved the award of such contract.**

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

BID DOCUMENTS ARE TO BE DEPOSITED IN THE BID/TENDER BOX AT THE SIU HEAD OFFICE AND ADDRESSED AS FOLLOWS :	
<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>Bidders are not encouraged to use the Post Office but to hand deliver the bid proposal to the SIU's Head office as per the address above. 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 bidder.</p>	
BID OPENING PROCEDURE	
<p>There will be a public bid opening of the bids received on <b>16 April 2021</b> after the closing time, 11h00. 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 it deemed necessary. Should it be discovered by the SIU that the bidder did not act in good faith and/or has declared incorrectly/false, SIU reserves the right to disqualify or reject the bid.
	SIU reserves the right to reject submitted proposal it deemed necessary. Should it be discovered by the SIU that the bidder did not act in good faith by providing incorrect/false information, SIU reserves the right to disqualify or reject the bid.
	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.
	The SIU deems 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 organisations 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 unbiased.</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 addressing 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, 06 April 2021</b> to <a href="mailto:scm@siu.org.za">scm@siu.org.za</a>.</p> <p>Consolidated queries will be uploaded on SIU’s website from <b>09 April 2021</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>	

## TABLE OF CONTENTS

<b>BID DESCRIPTION .....</b>	<b>1</b>
<b>SETS OF BID DOCUMENTS REQUIRED .....</b>	<b>3</b>
<b>ENQUIRIES .....</b>	<b>4</b>
<b>RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION .....</b>	<b>6</b>
<b>THE BIDDING PROCESS .....</b>	<b>7</b>
<b>THE BIDDERS PARTICULARS .....</b>	<b>10</b>
<b>INTRODUCTION TO THE SPECIAL INVESTIGATING UNIT (“SIU”) .....</b>	<b>13</b>
<b>CONTRACT PERIOD .....</b>	<b>13</b>
<b>TERMS OF REFERENCE (TOR)/ SCOPE OF WORK .....</b>	<b>Error! Bookmark not defined.</b>
<b>SIU REQUIREMENTS FOR EVALUATION PURPOSES .....</b>	<b>19</b>
A. Lease Period.....	24
B. Locality.....	24
C. Grading of Building .....	25
D. Usable Office Space .....	25
E. Parking Requirements.....	26
F. Accessibility .....	26
G. Fire Protection and Risk Management .....	26
H. Information and Communication Technology .....	27
I. Security Requirements.....	27
J. Municipal Rates & Services.....	28
K. Branding and signage .....	29
L. Building and Premises Maintenance .....	29
M. Tenant Installation, fit-out and allowance .....	32
N. Business Continuity.....	33
<b>PRICING DETAIL 2 .....</b>	<b>44</b>
<b>PREFERENCE POINTS CLAIMED (SBD 6.1) .....</b>	<b>45</b>
<b>DUE DILIGENCE REQUIREMENTS .....</b>	<b>48</b>
<b>SIU REFERENCE LETTER FORMAT .....</b>	<b>52</b>
<b>SIU REFERENCE LETTER TEMPLATE (Details of previous similar work experience) .....</b>	<b>53</b>
<b>SPECIAL CONDITIONS FOR MANAGING CONTRACTUAL OBLIGATIONS.....</b>	<b>55</b>
<b>GENERAL CONDITIONS OF CONTRACT .....</b>	<b>57</b>
<b>BIDDERS DETAILED RESPONSE FORMING PART OF CONTRACT.....</b>	<b>71</b>
<b>BID SUBMISSION CERTIFICATE FORM - (SBD 1).....</b>	<b>71</b>

## RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION

<b>TABLE A: RETURNABLE DOCUMENTS (M = Mandatory)</b> <i>(Failure to provide or meet below mandatory requirements will result in disqualification and the bid will not be considered for further evaluation).</i>	<b>Envelope 1</b>		
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).	M	YES	NO
Building grade (A or B) evaluation report	M	YES	NO
<b>Documentation proving ownership of the immovable property that is offered</b>  a) Title deed to prove ownership of the property (such title deed to indicate ownership by the bidder as per the bidder's registered name), and  b) Where applicable, the financial institution through which the bidder is financing the property with supporting documentation such as an offer to purchase, purchase and sale agreement, and the loan/bond agreement must be submitted. If the property is in the process of being registered and transferred into the bidder's name, an indication of the progress of the conveyancing process, the likely timeframe for finalization of the conveyancing process as well as the Conveyancing Attorney's contact details, reference number (s) and permission and/or consent for the SIU to contact the Conveyancing Attorney must also be supplied with the bid document.  <b>Documentation to prove the legal right to act on behalf of the owner of the property</b>  i. If the bidder is an agent, a formal Power of Attorney signed by the owner of the property must be submitted; and  Should it be discovered that the Landlord and an agent made submission of same building, it will result in disqualification on both bidders.	M	YES	NO
<b>RETURNABLE DOCUMENTS</b>	<b>Envelope 2</b>		

Detail pricing in the SBD 3.1 format		YES	NO
Detail price sheets and supporting documents		YES	NO
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)			
<b>THE BIDDING PROCESS</b>			
<b>This bid is evaluated through a three (3) stage process</b>			
<p><u>Stage 1 – Compliance to Requirements including Mandatory</u></p> <p>Bidders warrant that their proposal document has, as a minimum, the specified documents required for evaluating their proposals as per Table A above.</p> <p><b>The SIU evaluates only bids responses that are 100% acceptable, in terms of the Returnable Document List. The SIU will disqualify bidders that are not compliant with the mandatory checklist, as such they will not proceed for further evaluation</b></p>			

### 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.

The SIU will, where circumstances justify, request evaluation sessions 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.

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

Bidders who score a minimum quality threshold of **70 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 Criteria**

- a) Bidder should provide proof of ownership of the relevant building/property, (If the bidder is still in a process of registration or transfers of the property from one owner to the other during the closing, evaluation and adjudication process, the SIU will only afford the respective bidder at least three months to provide such proof before the award can take place,
- b) Such proof of ownership must confirm that the building is registered in the name of the bidder or the financial institution as indicated on Table A on mandatory;
- c) Bid will only be awarded to the bidder who passes 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;
- d) SIU requires 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 Unaudited AFS/ Management Accounts signed off by the directors/members/ management " certifying accuracy and completeness of the said AFS.
- e) 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.



- f) SIU reserves the right to screen the bidder 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.
- g) In terms of SIU's procedures, SIU will 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 bid to the subjected/recommended/highest scoring bidder.
- h) For the purposes of tenant installation/allowance and/or renovations, the bidders shall submit a proposal showing the building designs and core installations as well as miscellaneous installation items such as sound proofing as required by the SIU.
- i) The SIU may decide to either appoint the successful bidder with the required services; or its own suppliers to provide security cameras, access control, IT hardware requirements and telephone systems
- j) The recommended bidder will be required to provide a certificate from an architect registered with the SACAP certifying the floor area that is offered and that the measurement of such floor area accordance with the SAPOA MoMFA.

#### **Response Preparation Costs**

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.

#### **Cancellation Prior to Awarding**

The SIU reserves the right to withdraw and cancel the Bid Invitation at any time, prior to the delegated official making an award.

#### **Collusion, Fraud and/or Corruption**

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.

#### **Fronting**

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

	<p>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> <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.</p>
<p><b>THE BIDDERS PARTICULARS</b></p>	
	<p>Name of Bidder (As stated on the Central Supplier Database registration report)</p>
	<p>Represented By</p>
	<p>Represented By (Optional contact person)</p>
	<p>Physical Address</p>

	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	<b>M</b>	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 [Tick applicable box]		

	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
	Any other requirement prescribed in terms of Broad-Based Black Economic Empowerment	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	
	<b>INTRODUCTION TO THE SPECIAL INVESTIGATING UNIT (“SIU”)</b>	
	<p>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.</p> <p>The SIU currently occupies its Nelspruit regional office through an operating lease agreement in Nelspruit. The SIU realises the long term cost implications of ongoing operating lease agreements and therefore SIU Management resolved to lease suitable property for a reasonable period.</p> <p>The purpose of this tender is to invite and find suitably qualified service providers to submit proposals for the provision of suitable office accommodation inclusive of approximately 42 properly demarcated, basement, Covered Parking and Shade-net including disabled parking &amp; visitors parking spaces for staff and visitors, within <i>Nelspruit</i> and surrounding areas (<i>acceptable radius outside Nelspruit should not exceed 10km</i>); for a minimum lease period of five (5) years with an option to extend by a further three (3) years on expiry of the initial lease. (The SIU parking to be access controlled)</p>	
	<b>CONTRACT PERIOD</b>	
	The contract duration is for five (5) years with an option to extend for renewal by at least three	

	(3) years. (Extension is subject to statutory requirements, SIU's Policy and Procedures.
--	--

**TABLE 1: SCOPE OF WORK (OFFICE ACCOMMODATION REQUIREMENTS)****NELSPRUIT OFFICE TOTAL SPACE REQUIRED****800.00**

Head count

**35**

<b>REQUIREMENTS</b>	<b>SIZE m<sup>2</sup></b>
<b>Total office space needed</b>	<b>364</b>
Parking: Basement, covered parking and shade-net, including disabled parking & visitors	<b>42</b>
<b>Additional space required</b>	<b>436</b>
Cafeteria / food court / Dining area	50
Kitchens (Cold and Hot water geyser with a hydroboil for tea and coffee station)	20
Toilets (Cold and Hot water) 4 female toilets including 4 washbasins @ ±18m <sup>2</sup> each (x2)	32
Toilets (Cold and Hot water) 4 male toilets including 4 urinals and washbasins ±18m <sup>2</sup> each (x2)	32
General Boardrooms A (6-8 seater)	32
General Boardrooms B (10-12 seater)	20
General Boardrooms C (30 seater)	60
Stationary / Utilities / Consumables store	40
Document Storage/Archive facility, with counter for receiving and dispatching; incorporating copy/scanning machine room/area, bulk shredding room/area	50
Facilities store	20
Reception	20
Reception waiting area	20
Security Control Centre	24
IT Server room. Secure fireproof room with raised floor and a 24000 BTU Air conditioner	16
Back-up Generator with the load capacity to accommodate the space required and the maintenance thereof.	
Back-up water tanks to accommodate in the event of water supply interruptions.	
<p><b>N/B: This m<sup>2</sup> and other requirements as indicated above are approximate sizes, if the office space that will be offered are different in layout and size, it must be indicated as such on the proposal and also on how above will be implemented according to SIU's requirements.</b></p> <p>Should a bidder submit a bid for office space smaller than the square meterage required by the SIU in terms of this tender, the SIU will only consider bids putting forward office space which is not more than 10% smaller (e.g. not less than 720 m<sup>2</sup>) than the stipulated requirements of the SIU.</p> <p>Any indication by the SIU that it would consider a bid for office space of a size within 10% of the space required by the SIU, should in no way create an expectation that a decision has been made that such a bid has been successful.</p> <p>Should a bidder submit a bid for office space larger than the square meterage required by the SIU in terms of this tender, the SIU will consider such bid, <b>but will do its evaluation of such a bid as if the office space put</b></p>	

**forward is the required size as contained in the advertisement of the SIU. This means that the SIU will use 800m2 for all qualifying bids in order to ensure fairness and consistency of evaluation between all bidders.** The SIU will not ultimately contract for the use of office space in excess of the stipulated requirement and will not pay for such.

**The office accommodation needs for the SIU are summarized as per the below:**

- a) Provide SIU with new office accommodation with closed offices, open plan, meeting (s) and boardrooms, pause areas, reception area, stationary/utilities/consumables store, training facilities, canteen, kitchen (s).
- b) Auditorium/conference facilities as per table above and/or any other accommodation space.
- c) Provide SIU with parking: basement, covered/open, including disabled parking & visitors.
- d) Provide a stand-alone, or if not a stand-alone, a physically demarcated and secured space exclusive to SIU irrespective of other tenants in the same building, single-tenanted building or single tenanted multiple but interconnected office space to ensure an acceptably secure working environment of 800 m<sup>2</sup>/ that is visible and prominent from major routes.
- e) The proposed space should meet the SIU's requirements and standards. If the office space is demarcated and secured exclusive to the SIU, the assigned space should be occupied by the SIU only, i.e. if it's a floor, it should not be split with other occupants but to be a complete floor or floors.
- f) The proposed building/s shall be easily accessible to/from road transport, rail, public transport, etc.
- g) The proposed building/s should have a professional look and feel and be in a safe, secure environment that does not present a security risk to the SIU staff members including for those who may be working-after hours.
- h) Bidders should have the capacity and capability to offer a turnkey solution in specialized services including but not limited to: space-planning, interior design, architecture services, engineering (Mechanical, Electrical, Electronic, Acoustics, fire, etc.), Facilities Management and Lease contract management. All associated services should be supplied by bona fide service providers in good standing and may be subjected to a screening and/or vetting process by the SIU.

**Information and Communication Technology (ICT) environment expected by SIU**

- i. The bidder must demonstrate the ability to provide sufficient infrastructure as per applicable requirements below.
- ii. IT Server room. Secure fireproof room with raised floor and a 24000 BTU Air conditioner
- iii. The Area/Building must have ICT Infrastructure access e.g. Fibre, microwave, cellphone towers etc.
- iv. The bidder must supply, fit, install, commission, maintain and regularly service at least one (1) specialized high capacity air-conditioning unit of



	<p>approximately 24 000BTU to serve the ICT server/data room at the bidder's costs.</p> <p><b>Description of Security Requirement</b></p> <ul style="list-style-type: none"> <li>i. The premises/bidders must provide the SIU with a single building (demarcated office space exclusive to the SIU) or interconnected office space (if more than one building) that is single tenanted to ensure an acceptably secure working environment.</li> <li>ii. The premises/bidder must ensure that the office space offered is not shared with other tenants.</li> <li>iii. (demarcated office space exclusive to the SIU).</li> <li>iv. Access to the site offered to the SIU must be secured with a perimeter wall/fence no less than 2.</li> <li>v. meters high and the space in between the palisade should not be more than 100mm and access controlled with security services. (Applicable if the building is in an office park environment).</li> <li>vi. The bidder must permit the implementation of any security measures as required by the SIU, i.e.</li> <li>vii. CCTV cameras, alarm systems, access control systems</li> <li>v. High security locksets as recommended by the minimum information security standards (MISS): <ul style="list-style-type: none"> <li>- Euro Profile double cylinders master keyed with two keys.</li> <li>- Upright lock cases for Euro Profile Cylinders with bolt latches.</li> <li>- Aluminium handle sets</li> <li>- Two (2) master keys.</li> <li>- All the cylinders and keys must be engraved in sequential (numbers)</li> </ul> </li> </ul>
	<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 invoice. Therefore, the Service Provider should demonstrate that they are in a stable financial position in order to undertake this project.</p>
	<p><b>EVALUATION CRITERIA</b></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.

SIU is committed to achieving the government’s transformation objectives in terms of the Preferential Procurement Policy Framework Act (PPPFA), Procurement Regulation 2017.

The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore either preference **80/20** system shall be applicable. (This is by no means the budget of the project but the process threshold as per PPPFA)

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:

- The first assessment of quality will be done in terms of the evaluation criteria (Table 5) and the minimum threshold of **70 points** explained below. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation.
- Bids that meet the minimum threshold of **70 points** will be assessed further on price and preference phase.

## SIU REQUIREMENTS FOR EVALUATION PURPOSES

### ADMINISTRATIVE/MANDATORY, FUNCTIONALITY EVALUATION, COMPULSORY SITE INSPECTIONS EVALUATION AND PRICE AND B-BBEE

a) The bid evaluation process shall be carried out in four (4) phases namely:

**Phase 1: Administrative/Mandatory Requirements;**

**Phase 2: Functionality (minimum score of 70 Points to proceed to phase 3);**

**Phase 3: Compulsory Site Visit Evaluation( Compulsory site visit will be conducted to service provider who scored minimum of 70 points; subject to complying with all site visit requirement will proceed to phase 4)**

**Phase 4: Price and B-BBEE Evaluation (will be subjected to Award Criteria)**

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

Bidders must fully comply with the minimum **Administrative/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. All documents as indicated must be supplied as part of the submission. A “Not Comply” note will be assessed by SIU before if the response or suggestion fully meet SIU’s requirements. If the assessment does not meet or not justifiable to meet the requirements, SIU reserves the right to disqualify the bid.

## Phase 2: Functionality

### EVALUATION CRITERIA

- a) Scores will be tabulated to 100 points. Respondents must **score 70** 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: 0= No submission/less than SIU requirements, 0=Non-Submission
  - c. 1 = Poor,
  - d. 2 = Partial compliance with requirements,
  - e. 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 proposed amendment or adjustment.

**Table 2: Technical Evaluation Criteria**

EVALUATION CATEGORY	DESCRIPTION	MAX SCORE
<b>1. Bidders' Experience</b>	<ul style="list-style-type: none"> <li>▪ The bidder must provide leasing experience demonstrable in property Management as a company– Company profile/reference letters/trade clients list with dates, Indicating lease experience.</li> <li>▪ The company profile/reference letters/trade client list must provide list of current and/or previous client to demonstrate number of years in property management as per table below. <i>(Separate table can be attached)</i> <ul style="list-style-type: none"> <li>▪ <b>Evaluation rating 1 equals to 40</b> (1-2 years' experience in property management).</li> <li>▪ <b>Evaluation rating 2 equals to 50</b> (3-4 years' experience in property management).</li> <li>▪ <b>Evaluation rating 3 equals to 60</b> (5 years' or more; experience in property Management)</li> <li>▪ <b>Evaluation rating 0 equals to non-allocation of points, to the bidders who:</b> <ul style="list-style-type: none"> <li>• Failed to submit the required company profile/reference letters/detailing list of clients supported by number of years of experience,</li> <li>• Submitted irrelevant information or less than one-year experience in property management.</li> </ul> </li> </ul> </li> </ul>	<b>60</b>

<b>2. Building requirements (proximity of travel)</b>	<ul style="list-style-type: none"> <li>• <b>Evaluation rating 1 equals to 10</b> Suitable environment with easy access to public transport (Attach Google Map/similar map) distance to/from between <b>2-3km</b> walking distances from public transport routes.</li> <li>• <b>Evaluation rating 2 equals to 20</b> Suitable environment with easy access to public transport (Attach Google Map/similar map) distance to/from office between <b>1- 1.99 km</b> walking distances from public transport routes.</li> <li>• <b>Evaluation rating 3 equals to 40:</b> Suitable environment with easy access to public transport (Attach Google Map/similar map), distance to/from office less than <b>1km</b> walking distance from public transport routes <b>None scoring or (0) score:</b> <ul style="list-style-type: none"> <li>• <b>Will be allocated to bidders who did not submit a google map/similar map, or if the walking distance is greater than 3km from/to taxi route.</b></li> </ul> </li> </ul>	<b>40</b>
<b>Total</b>		<b>100</b>

#### **Evaluation Criteria: 1- Bidder's Experience**

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

- A. The bidder may present at least two (2) contactable references or provide company profile with clear details, for whom they have provided similar service(s) (Office accommodations). Complete reference list to be provided i.e. contact person, phone number, and email address.
- B. Contactable Reference letters. (Letter of references in letterhead of the clients, signed by a senior/head of relevant department of the referee).
- C. The bidder may provide list of clients as per below Table 3 or submit similar document.

**Table 3: Bidder's Experience**

<b>PREVIOUS CLIENT CONTACT PERSON AND TELEPHONE NUMBER</b>	<b>DESCRIPTION OF WORK (SERVICE)</b>	<b>VALUE OF WORK (I.E. THE SERVICE PROVIDED) INCLUSIVE OF VAT (RAND)</b>	<b>DATES OF APPOINTMENT (Including duration)</b>


### Phase 3: Compulsory Site Visits evaluation requirements

This phase will only be conducted to the bidders who scored minimum of 70 and above (Phase 2). Bidders must be fully compliant or at least demonstrate the ability to fulfill the full compliance requirements during the Site Visit Evaluation in order to progress to price and BBEE evaluation phase.

The bidder must provide the current status of the building **(AS IS)** and where the current status does not meet SIU's requirements, the bidders must provide plan to mitigate and to meet SIU's requirements during mandatory and site inspections phases in writing if not indicated on the proposal. Failure to provide satisfactory plan will result in non-compliance. It should be noted that security is of paramount importance to the SIU and the propose plan or current status cannot compromise its operations.

**Table 4: Site Visit Checklist**

DESCRIPTIONS	MINIMUM CHEKLIST REQUIREMENTS	COMPULSORY SITE VISIT EVALUATION REQUIREMENTS
	<i>(Bidders must provide substantiation in all instances where there is indication of non-compliance) - To be completed by the Bidders.</i>	<i>(Bidders must provide substantiation in all instances where there is indication of non-compliance) – To be completed by SIU evaluators during the site visit.</i>

<b>MINIMUM CHEKLIST REQUIREMENTS AND COMPULSORY SITE VISIT EVALUATION REQUIREMENTS</b>  <i>(Numbering as per Technical Mandatory Requirements in first part of document)</i>		<b>Comply/  Do not Comply</b>	<b>Substantiate where there is non- compliance</b>	<b>Comply/  Do not Comply</b>	<b>Substantiate where there is non- compliance</b>
<b>A. Lease Period</b>					
i. The premises must be offered to the SIU: a) for a minimum lease period of five (5) years with an option to extend by a further three (3) years on expiry of the initial lease;					
ii. <b>Expected date of occupation</b>  Full and beneficial occupation of the premises must be offered to the SIU on <b>01<sup>st</sup>            January 2022. (Building should be ready            and available for occupation on this date)</b> <i>( It is the responsibility of the bidder to            make sure that the office space is ready            for occupation on 01<sup>st</sup> January 2022)</i>					
<b>B. Locality</b>					
i. The premises must be within a Corporate/business environment with easy accessibility to public transport in the Nelspruit and surrounding area.					
ii. The premises must be within CBD, as deemed acceptable by the SIU in its sole and absolute discretion, which inter alia means that the property and the buildings					



	(including the office offered to the SIU) comprising the bidder's proposal and that of neighboring properties must have an upmarket and corporate look, image and feel. Proposal for offices within industrial areas or operating from residential areas or houses etc. will not be considered.				
	<b>C. Grading of Building</b>				
	<p>The requirement of the building should be Grade A or B (as per SA Property Owner's Association definition)</p> <p><b>Grade A:</b> The SA Property Owners' Association (SAPOA) defines A-grade office space as office space generally not older than 15 years, or which has had major renovation if older than 15 years, has high-quality modern finishes, air-conditioning, adequate onsite parking.</p> <p><b>Grade B:</b> Older buildings with accommodation and finishes close to modern standards as a result of refurbishments, with air-conditioning and onsite parking. (Documentations to proof the age of the building and/or proof of major renovation to support the Grade level, should be provided)</p>				
	<b>D. Usable Office Space</b>				
	The premises must have or offer a minimum				

	of eight hundred square meters ( <b>800m<sup>2</sup></b> ) of usable office space				
	<b>E. Parking Requirements</b>				
	The premises must have or offer a minimum of <b>forty two (42)</b> basement, covered, shade netted including disabled parking & visitors which are situated in a secure area off-street, on-site area; (If its only open parking the bidder must confirm that they will cover it before SIU moving inn).				
	<b>F. Accessibility</b>				
	The premises and offices, including toilet facilities, offered to the SIU must be easily accessible by disabled persons, including those in wheelchairs.				
	<b>G. Fire Protection and Risk Management</b>				
	The property, the building and the premises (including the interior of the office space) must comply with all legislative and site related issues like zoning rights (e.g. office rights), servitudes, national/provincial and local authority requirements, environmental, heritage, fire protection requirements, Occupational Health and Safety Standards (including the provisioning of the necessary signage, evacuation plans and routes etc.), electrical compliance and other related statutory requirements must be cleared. Proof of compliance or clearance must be				

	submitted along with the bidder's proposal/bid.				
	<b>H. Information and Communication Technology</b>				
	i. The bidder must demonstrate the ability to provide sufficient infrastructure as per applicable requirements below.				
	ii. IT Server room. Secure fireproof room with raised floor and a 24000 BTU Air conditioner				
	iii. ICT infrastructure access e.g. Fibre, microwave, cellphone towers etc.				
	iv. The bidder must supply, fit, install, commission, maintain and regularly service at least <b>one (1)</b> specialized high capacity air-conditioning unit of approximately <b>24 000BTU</b> to serve the ICT server/data room at the bidder's costs.				
	<b>I. Security Requirements</b>				
	i. The premises/bidders must provide the SIU with a single building ( <i>demarcated office space exclusive to the SIU</i> ) or interconnected office space (if more than one building) that is single tenanted to ensure an acceptably secure working environment.				
	ii. The premises/bidder must ensure that the office space offered is not shared with other tenants. (demarcated office space exclusive to the SIU)				

	iii. Access to the site offered to the SIU must be secured with a perimeter wall/fence no less than 2 meters high and the space in between the palisade should not be more than 100mm and access controlled with security services. <i>(Applicable if the building is in an office park environment)</i>				
	iv. The bidder must permit the implementation of any security measures as required by the SIU, i.e. CCTV cameras, alarm systems, access control systems				
	v. High security locksets as recommended by the minimum information security standards (MISS)				
	<b>J. Municipal Rates &amp; Services</b>				
	i. The bidder must quote the SIU an all-inclusive cost-to-company rental for the full duration of the contract; inclusive of everything except water and electricity (this must be supported by separate meters that will be used to determine the monthly costs) used by the SIU on the premises.				
	ii. Rates, Taxes, Levies, Sanitation, Refuse removal and/or any other levies or charges (Excluding, water and electricity consumption in the leased premises) on the property, the building or the premises.				
	iii. Property, building and third party liability insurance on the property, the buildings and the premises, including SASRIA insurance.				

		<b>K. Branding and signage</b>				
		i. The landlord shall provide adequate signage space, to the reasonable satisfaction, design and guidelines of the SIU, to the external property, the building and the premises offered to the SIU to show the location of the SIU's office.				
		ii. Providing signage pertaining to interior floor lay-out plans and emergency (including fire) evacuation plans and routes to the interior property, the building and the premises offered to the SIU, sufficient to meet industry standards and all applicable laws, including the general upkeep, maintenance and repair of all such signage.				
		<b>L. Building and Premises Maintenance</b>				
		i. The property, buildings, premises and the office (both its exterior and its interior) offered to the SIU shall be fully serviced and maintained by the Premises/bidder, at the Premises/bidder's sole expense, against the SIU paying an all-inclusive cost-to-company gross rental. Without limiting the generality of the aforementioned, the SIU require the Premises/bidder to supply, fit, commission, replace, repair, maintain and regularly service the following, at the Premises/bidder's sole expense:				

	ii. If applicable, remotes and other means of remote access control to the property or the buildings, including providing at least one (1) such remote control for each one (1) of the parking bays leased by the SIU;				
	iii. Fire detection (e.g. smoke detectors and alarms etc.) and firefighting equipment, including fire extinguishers, and the regular servicing thereof and the fitment of fire-push bar emergency unlocking mechanisms to emergency exit doors etc.;				
	iv. The maintenance of any escalators or lifts and the regular servicing thereof;				
	v. Air-conditioning (central where feasible or individual units) to all office, storage spaces, patch rooms and the regular servicing thereof;				
	vi. General upkeep, maintenance and regular servicing of the structure of the office both external and internal (including fences, gates, walkways, driveways, parking bays and areas, covers to covered parking bays, roof, walls, floors, basements, waterworks including basins, taps, pipes and drains, boilers, geysers, ablution facilities, toilets, urinals, sewerage system and pipes, refuse bins, refuse compacting and refuse removal, electrical infrastructure including electrical fittings, switches, lights, plugs and wiring,				

	interior infrastructure including doors, partitioning walls, ceilings, floor covering (e.g. tiles and carpets) including for normal wear and tear, shop fronts, windows, window blinds, paint on external and internal walls, roaming remote control reception devices used to open automated gates.					
	<p>vii. General and weekly upkeep and maintenance of any court yards, gardens, grounds, trees, plants and lawns;</p> <ul style="list-style-type: none"> <li>▪ The landlord should certify that the building is Pest free on occupation date. (<i>Pest control should have been done before occupation date</i>)</li> </ul>					
	<p>viii. The landlord should certify that the building is Pest free on occupation date. (<i>Pest control should have been done before occupation date</i>) Pest control including the control of rodents, ants, cockroaches, flies, mosquitoes, moths, snakes, lice and/or any other common pest on the property, in General upkeep, maintenance and regular servicing of the structure of the office both external and internal (including fences, gates, walkways, driveways, parking bays and areas, covers to covered parking bays, roof, walls, floors, basements, waterworks including basins, taps, pipes and drains, boilers, geysers, ablution facilities, toilets, urinals, sewerage system and pipes, refuse</p>					

	bins, refuse compacting and refuse removal, electrical infrastructure including electrical fittings, switches, lights, plugs and wiring, interior infrastructure including doors, partitioning walls, ceilings, floor covering (e.g. tiles and carpets) including for normal wear and tear, shop fronts, windows, window blinds, paint on external and internal walls, roaming remote control reception devices used to open automated gates					
	ix. The SIU's usage as recorded on a monthly basis by means of the separate meters fitted for electrical or water usage by the SIU on the premises, for which usage the SIU will pay.					
	<b>M. Tenant Installation, fit-out and allowance</b>					
	The Premises/bidder must offer, at the Premises' expense, to customize the premises by means of tenant installation to fit the SIU's corporate image and to suit the SIU's operational functions (including change in drywalls and moving of air-conditioning units etc.), according to the specifications of the SIU, will receive preference. In this regard, the SIU expects the Landlord to do the SIU's tenant installation, fit-out and alterations to the requirements of the SIU or offer a					



	reasonable tenant installation allowance to the SIU.					
	<b>N. Business Continuity</b>					
	i) Back-up Generator with the load capacity to accommodate the space required and the maintenance thereof. ii) Back-up water tanks to accommodate in the event of water supply interruption.					

## PRICING DETAIL

### SBD 3.1

Name of bidder: .....

Bid number: **RFP :004/03/2021**

**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 16 APRIL 2021** (THE CLOSING DATE OF BID). (SIU will only accept rate per square meter of the usable office space beside the none usable space as per the regulation, if the bidder proposed a higher square meter floor size, SIU is not entitled to pay for additional office space).

The formula in Annexure A will be used to calculate the parking for price comparison where a bidder would have proposed for different types of parking i.e 15 basement, 7 shade-net and 20 covered parkings to add up to a total of 42 parking as per **Table 1**. This is to ensure that different parking types offered between service providers are fairly evaluated in a consistent manner. Therefore, the SIU has decided on the following weighting system for the parking types to be compared with each other:

- Basement parking – this is considered to be the safest (considering weather, i.e. hail) and most convenient parking with regards to the cleanliness and therefore the price will not be weighted higher
- Covered parking is less ideal than basement and therefore would carry a 10% increased weighting for evaluation purposes only
- Shade net parking is even less ideal from a safety and convenience point of view, and would carry a further 10% increased weighting, the total weighting being 20%, for evaluation purposes only.

The bidder must provide the total price of the accommodation and service for a five (5) year lease including the escalation rate.

**TABLE 5 : PRICING SCHEDULE** (Please note that for evaluation purposes, these prices supplied by the bidder will not be used “as is”, but will be amended as per the weighting criteria for parking, as well as using the total required space of 800m2 as per Table 1 above)

ALL-INCLUSIVE COST-TO-COMPANY GROSS RENTAL (VAT INCLUSIVE), WHICH COMPRISES OF THE FOLLOWING:						
A. OFFICE SPACE						
Basic Rental for Grade “A/B” office space	Rate per m <sup>2</sup> (Excluding VAT)	Area expressed in m <sup>2</sup>	Monthly Basic Rental for the full area (Excluding VAT)	Value Added Tax (VAT)	Monthly Basic Rental for the full area (Including VAT)	Annual Basic Rental for full area (Including VAT)
First year of Lease	R		R	R	R	R
Annual rate of escalation after the first year						%
Second Year	R		R	R	R	R
Annual rate of escalation after the second year						%

<b>Third year</b>	R		R	R	R		R
Annual rate of escalation after the third year							%
<b>Fourth year</b>	R	R	R	R	R		R
Annual rate of escalation after the fourth year							%
<b>Fifth year</b>	R	R	R	R	R		R
<b>Total Amount for Office Space</b>				<b>R</b>			
<b>B. PARKING BAYS</b>							
<b>Parking Rental</b>	<b>Rate per parking bay (Excl VAT)</b>	<b>Number of parking bays</b>	<b>Monthly Basic Rental for all the parking bays (Excluding VAT)</b>	<b>Value Added Tax (VAT)</b>	<b>Monthly Basic Rental for all parking bays (Including VAT)</b>	<b>Annual Basic Rental for full all parking bays (Including VAT)</b>	
<b>C1. BASEMENT PARKING</b>							

<b>First year</b>	R		R	R	R	R
Annual rate of escalation after the first year						%
<b>Second year</b>	R		R	R	R	R
Annual rate of escalation after the second year						%
<b>Third year</b>	R		R	R	R	R
Annual rate of escalation after the third year						%
<b>Fourth year</b>	R		R	R	R	R
Annual rate of escalation after the fourth year						%
<b>Fifth year</b>	R		R	R	R	R
Annual rate of escalation after the fifth year						%
<b>C2. COVERED PARKING (E.G CARPORTS/CORRUGORATED IRON/IBR SHEET COVERED PARKING BAYS)</b>						

<b>First year</b>	R		R	R	R	R
Annual rate of escalation after the first year						%
<b>Second year</b>	R		R	R	R	R
Annual rate of escalation after the second year						%
<b>Third year</b>	R		R	R	R	R
Annual rate of escalation after the third year						%
<b>Fourth year</b>	R		R	R	R	R
Annual rate of escalation after the fourth year						%
<b>Fifth year</b>	R		R	R	R	R
Annual rate of escalation after the fifth year						%
<b>C3. SHADE –NET PARKING (E.G NETS COVERED PARKING BAYS)</b>						
<b>First year</b>	R		R	R	R	R

Annual rate of escalation after the first year							%	%
<b>Second year</b>	R		R	R	R	R		
Annual rate of escalation after the second year							%	
<b>Third year</b>	R		R	R	R	R		
Annual rate of escalation after the third year							%	
<b>Fourth year</b>	R		R	R	R	R		
Annual rate of escalation after the fourth year							%	
<b>Fifth year</b>	R		R	R	R	R		
Provide a full list of all applicable items that are <u>included in</u> the All-inclusive Operating Costs & expenses								
Description of operating costs						Rate per m <sup>2</sup> for this item (Including VAT)		
Escalator and lift repair and upkeep and the regular servicing thereof						R		
Air-conditioning maintenance and upkeep						R		
Fire prevention, detection and extinguishing equipment and/or services and the regular						R		

servicing thereof	
Garden services	R
Security services	R
Water, fuel/gas and/or electrical usage in the common areas	R
Refuse removal	R
Sanitary fees	R
Domestic or industrial effluent fees	R
Corporate or body corporate or property owners association levies	R
Property, building, glass and/or third party liability insurance	R
SASRIA	R
Advertisement and/or promotional fund fees and/or levies	R
Charges for the installation and/or reading of gas, water and/or electrical meters to the property, the building and sub-meters to the premises	R
Rates, Taxes and Levies	R
Maintenance	R
Any other matters, fees, charges, costs or expenses, as envisaged as per the ToR above, or otherwise not yet referred to. Please specify below	R
	R
	R



	R
	R
	R
	R
	R
<b>C. TENANT INSTALLATION OR TENANT INSTALLATION ALLOWANCE</b>	
Space Planning and interior design inclusive of research, detailing, drawings and revisions allowances	R
Premises undertakes to do tenant installation, as part of operating costs	YES or NO
Alternatively, the Premises offers a tenant installation allowance to the SIU of not less than this number of months' rental for every year of the lease	Number
Alternatively, the Premises offers this fixed amount as a tenant installation allowance to the SIU, for the SIU to use as the SIU deems fit	R
Do the premises have a fully compliant ICT sever and data room? If so, please be specific on its interior size (in m <sup>2</sup> ), approved carry weight of its floor area, building specifications (e.g. specification of the walls, doors, windows and ceilings, if any, etc.), fitted air-conditioning specifications (in BTU grading) and finishes (e.g. anti-static wall, floor and ceiling covering, access control, fire suppression systems etc.).	
If the premises does not have a fully compliant ICT sever and data room, then what tenant installation allowance does the bidder offer in respect of the ICT sever and data room, only (i.e. distinct and <u>in addition to</u> any other tenant-installation work or allowances offered)	R

Aggregate total gross tenant installation allowance:  a) the general fit-out or tenant installation allowance; b) the ICT cabling allowance; and c) the ICT server or data room allowance, offered to the SIU, as included in the SIU's all-inclusive cost-to-company gross rental			R	
NB: SUM TOTAL AGGREGATE FULL COST OF FIVE YEAR LEASE CONTRACT				
All-inclusive cost-to-company Gross Rental inclusive of:  a) the Basic Rental (both office space and storage areas); b) operating Costs and expenses; c) rental on all parking bays (basement, covered and open); and d) the all-inclusive tenant fit-out or installation allowances)	Monthly Gross Rental (Excluding VAT)	Value Added Tax (VAT)	Monthly Gross Rental (Including VAT)	Annual Gross Rental (Including VAT)
First Year	R	R	R	R
Second Year	R	R	R	R
Third Year	R	R	R	R
Fourth Year	R	R	R	R
Fifth Year	R	R	R	R
TOTAL CONTRACT VALUE FOR FULL FIVE YEAR LEASE				R
LESS the aggregate value of tenant allowance or bidder's contribution to the cost of the SIU's tenant's installation (i.e. the general fit-out tenant allowance, the special additional allowance for the ICT cabling and installation and the special additional allowance for the ICT server or data room)				R

	BIDDER'S TOTAL CONTRACT PRICE	R	

## PRICING DETAIL 2

### SBD 3.1 - Pricing Schedule for the Duration of the Contract

#### NOTE

PRICES SUBMITTED FOR THIS BID WILL BE REGARDED AS NON-FIRM CONSISTING OF FIRM PRICES AT DATE OF BID SUBJECT TO ADJUSTMENT(S) IN TERMS OF THE FOLLOWING FORMULA, DEFINED AREAS OF COST AND DEFINED PERIODS.

Bidders must complete the section "Non-Firm Prices Subject to Escalation" if applicable and/or the section "Prices Subject to Rate of Exchange Variations" if applicable. Where neither of these sections are completed, the unit prices are deemed "Firm Unit Pricing"

In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point

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.

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.																		
	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)																		
	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 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be 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:																		
	<table border="1"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th><th>Number of points (80/20 system)</th></tr> </thead> <tbody> <tr><td>1</td><td>20</td></tr> <tr><td>2</td><td>18</td></tr> <tr><td>3</td><td>14</td></tr> <tr><td>4</td><td>12</td></tr> <tr><td>5</td><td>8</td></tr> <tr><td>6</td><td>6</td></tr> <tr><td>7</td><td>4</td></tr> <tr><td>8</td><td>2</td></tr> </tbody> </table>	B-BBEE Status Level of Contributor	Number of points (80/20 system)	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2
B-BBEE Status Level of Contributor	Number of points (80/20 system)																		
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 any other requirements prescribed in terms of Broad-Based Black Economic Empowerment 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 BBEE certificate (South African Companies) if available or a sworn affidavit (SAPS) 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>	

## DUE DILIGENCE REQUIREMENTS

### Written References from South African Revenue Services for either companies not registered in South Africa or do not have a local registered subsidiary

Bidder is required to provide evidence of good standing with their tax office (overseas and local).

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.

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.

### 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

### 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:

- Has been requested to submit a Bid in response to this Bid invitation;
- Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
- Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder

The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication



	<p>between partners in a joint venture or consortium <sup>1</sup>will not be construed as collusive bidding</p> <p>In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:</p> <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> <p>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.</p> <p>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.</p> <p>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 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</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> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;"> <p>.....</p> <p>Signature</p> </td> <td style="width: 50%; text-align: center;"> <p>.....</p> <p>Date</p> </td> </tr> <tr> <td style="width: 50%; text-align: center;"> <p>.....</p> <p>Position</p> </td> <td style="width: 50%; text-align: center;"> <p>.....</p> <p>Name of bidder</p> </td> </tr> </table>	<p>.....</p> <p>Signature</p>	<p>.....</p> <p>Date</p>	<p>.....</p> <p>Position</p>	<p>.....</p> <p>Name of bidder</p>
<p>.....</p> <p>Signature</p>	<p>.....</p> <p>Date</p>				
<p>.....</p> <p>Position</p>	<p>.....</p> <p>Name of bidder</p>				

<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

<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>.....</p> <p>Signature Date</p> <p>.....</p> <p>Position Name of bidder</p>	
<b>SBD 4- DECLARATION OF INTEREST WITH GOVERNMENT</b>	
<p>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 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>	

In to effect to the, the following questionnaire must be completed and submitted with this bid:																											
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																											
<b>Full details of directors / trustees / members / shareholders.</b> <table border="1" data-bbox="229 835 1436 1281"> <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																								
Are you or any person connected with the Bidder presently employed by the state? If so, furnish the following particulars in an attached schedule			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">DECLARATION</th> </tr> <tr> <td colspan="2"> <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> </td> </tr> <tr> <td>..... Signature</td> <td>..... Date</td> </tr> <tr> <td>..... Position</td> <td>..... Name of bidder</td> </tr> </table>		DECLARATION		<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>		..... Signature	..... Date	..... Position	..... Name of bidder
DECLARATION									
<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>									
..... Signature	..... Date								
..... 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> <li>• 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.</li> <li>• The referee to please provide a score (1 =Poor, 2 =Average, 3 =Good, 4 =Excellent, 5 =Best in Class)</li> </ul>									

## 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, or detailed list of previous client.

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 organization 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.

### **2. Contract Manager**

- 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.

### **3. Contract Communication**

- 3.1. The SIU communicates all communications in writing as well as through email.
- 3.2. The SIU maintains all contract documentation, correspondence, etc. in a defined contract file open for inspection.
- 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.

### **4. Communicating “As and When” in terms of the specific contract clauses**

- 4.1. Where prices and/or availability need to be confirmed, a request for an updated detail quotation/information is issued;
- 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.
- 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):
  - 4.3.1. Purchase Order Number
  - 4.3.2. Contract Number
  - 4.3.3. Quantity
  - 4.3.4. Description of the required procurement. Where detailed, reference must be made to the relevant technical document attached;
  - 4.3.5. Catalogue number if applicable;
  - 4.3.6. Unit price per this contract;
  - 4.3.7. Delivery Date;
  - 4.3.8. Business unit code; and
  - 4.3.9. The specific delivery site.

### **5. Communicating where incidental services are required as listed in this document**

- 5.1. Incidental services are specified in the incidental services clause
- 5.2. Incidental services are priced in accordance with the incidental clause where such prices have not been set in the SBD form.

### **6. Performance Management**

- 6.1. The SIU measures performance throughout the contract life.
- 6.2. The SIU has regular performance review with the contractor.
- 6.3. Where severe non-performance occurs will terminate the contract earlier in Consultation with the contractor.

CONTRACTED BIDDER		
	<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>	
	SERVICE PERFORMANCE LEVELS (MANDATORY)	
	Service being Measured	Measurement
	Conformance to specifications	Technical Specification
		Maximum level
		Minimum conformance to the SIU requirements as detailed in Evaluation Criteria



## GENERAL CONDITIONS OF CONTRACT

In this document words in the singular also mean in the plural and vice 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.

**GCC1**

### **1. Definitions - The following terms shall be interpreted as indicated:**

- 1.1. “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- 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.
- 1.3. “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 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.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 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.
- 1.7. “Day” means calendar day.
- 1.8. “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.9. “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- 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.
- 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.
- 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>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> <p>1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.</p>
<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>
	<p>4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
<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>
	<p>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.</p>
<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>

	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.
<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>
	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.
<b>GCC12</b>	<b>12. Transportation</b>
	12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
<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</p>

	<p>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 an 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</p>

	<p>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</p>



	<p>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 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>
	24.1. When, after the date of bid, provisional payments are required, or anti-

	<p>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>
	<p>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.</p>
<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</p>

	<p>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>
	<p>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.</p>
<b>GCC30</b>	<b>30. Applicable law</b>
	<p>30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
<b>GCC31</b>	<b>31 Notices</b>
	<p>31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.</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</p>

	clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services
<b>GCC33</b>	<b>33 National Industrial Participation (NIP) Programme</b>
	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.
<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>
	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.

<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 serial 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>
	<p>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.</p>
<b>BID SCC 8</b>	<b>Third Party Agreements</b>
	<p>8.1. No agreement between the contracted party and the third party is binding on the SIU.</p>

BIDDERS DETAIL RESPONSE FORMING PART OF CONTRACT																						
1	Proposal to Technical Specification																					
BIDDERS DETAIL PRICE SCHEDULES																						
2	SBD 3.1 as set out in this document																					
BID SUBMISSION CERTIFICATE FORM - (SBD 1)																						
	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></td> <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></td> <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></td> <td>CSD Compliance status as per CSD report form</td> </tr> <tr> <td></td> <td>Declaration of Interest (SBD4);</td> <td>Independent Price Determination (SBD 9)</td> </tr> <tr> <td></td> <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></td> <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></td> <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
	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																				

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	