



Special Investigating Unit

POISED TO STRIKE AGAINST CORRUPTION



INVITATION TO BID (SBD 1) on procurement requirements

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

BID NUMBER	RFP: 002/07/2021
PROJECT NAME	APPOINTMENT OF A PANEL OF LEGAL EXPERTS FOR GENERAL ASSISTANCE, ADMINISTRATIVE LAW AND CIVIL LITIGATION FOR A PERIOD OF 36 MONTHS.
BID BOX CLOSING DATE AND TIME	17 AUGUST 2021 @ 11:00 AM
NON – COMPULSORY BRIEFING SESSION	04 AUGUST 2021 @12:00 PM <i>The briefing session will be held on digital platform - to access the link, please access the SIU website, and go to the Supply Chain Management tab, the link will be published there. SIU website:</i> https://www.siu.org.za
CONTRACT PERIOD	36 MONTHS

BID DESCRIPTION

APPOINTMENT OF A PANEL OF LEGAL EXPERTS FOR GENERAL ASSISTANCE, ADMINISTRATIVE LAW AND CIVIL LITIGATION FOR A PERIOD OF 36 MONTHS

Bidders must sign the signature page of the form SBD 1 validating all documents included in the response to this invitation.

The successful bidder and the SIU will sign the written Contract Form (SBD 7), as supplemented by special conditions of contract that will be made available during the negotiations with the successful bidders once the delegated authority has approved the award of such contract.

BIDDER's NAME	
BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("B-BBEE") LEVEL	
Preferential Procurement System Applicable:	90/10
Validity Period from Date Of Closure:	180 days

BID DOCUMENTS ARE TO BE DEPOSITED IN THE BID/PROPOSAL TENDER BOX AT:	
<p>Special Investigating Unit (“SIU”) Head Office</p> <p>1st Floor</p> <p>74 Watermeyer Street</p> <p>Rentmeester Building</p> <p>Meyerspark</p> <p>Pretoria 0184</p> <p>Bids are not to be delivered to any other SIU’s office, except to the SIU Head Office, as aforementioned</p>	<p>AND ADDRESSED AS FOLLOWS:</p> <p>On the face/cover of each envelope, the Bidder must clearly specify:</p> <p>(a) the Bid Name (Appointment of panel of legal experts)</p> <p>(b) the Bid Number (RFP:002/07/2021);</p> <p>(a) The Bidder’s Name;</p> <p>(b) The B-BBEE Status level of the bidder;</p> <p>(c) The Postal Address, Contact Name, Telephone Number and e-mail address of the bidder.</p> <p>The closing time is as per the clock watch at the SIU reception at the SIU Head Office.</p>
<p>Bidders must ensure that bids/proposals are delivered timeously to the correct address. If the bid/proposal is late, it will not be accepted for consideration. Bidders must ensure that the submission register at the SIU’s reception is signed when delivering a bid/proposal and failure to sign the submission register may result in the bid/proposal being disqualified. Bidders must advise their respective couriers/drivers of the above instruction(s) to avoid misplacement of the bid/proposal and to avoid disqualification of the bid/proposal. <i>Bidders are encouraged to only make use of hand delivery of the bid/proposal to the SIU Head Office as aforementioned, because any non-delivery, belated delivery and/or defective delivery by post or otherwise will be for the sole risk of the bidder.</i></p>	
<p>BIDDERS ARE REQUIRED TO DELIVER THEIR BIDS/PROPOSALS TO THE CORRECT ADDRESS TIMEOUSLY IN ORDER FOR THE SIU TO CONSIDER THE BIDS/PROPOSALS. THE SIU WILL NOT CONSIDER THE BIDS/PROPOSALS RECEIVED LATER THAN THE STIPULATED CLOSING DATE AND TIME. LATE BIDS/PROPOSALS AND INCOMPLETE OR OTHERWISE DEFECTIVE BIDS/PROPOSALS MAY BE DISQUALIFIED AND RETURNED TO THE BIDDERS UNOPENED.</p>	
<p>Bidders must submit their bid/proposal response on the official bid invitation/bidding forms/documents (WHICH MUST NOT BE RE-TYPED OR CHANGED) with additional information provided on attached/accompanying supporting schedules and documents. The SIU provides the checklist “Returnable Documents” at the end of the bid invitation of all required documentation, documentation are mandatory for bids/proposal being accepted and entering the evaluation phase.</p> <p>Non-submission, incomplete submission and/or otherwise defective submission of these</p>	

	mandatory marked documents will lead to rejection/disqualification of the bidder.
	BID OPENING REGISTER
	There will be a public bid opening of the Bids/Proposals received on the Bid Box Closing Date and Time. The bidder's name and the B-BBEE status level will be read-out or otherwise made known to those who are present during the public bid opening, and the same information will also be published on the SIU's website. The bidders' bids/proposals should be clearly marked on the face/cover of each envelope with the Bid number, the Bidder's name and the B-BBEE status level of the bidder and the contact details of the bidder. Financial offers/rates or bid/proposal prices will <u>not</u> be part of the public bid opening and will not be read-out or otherwise made known, except upon the public disclosure of the award of the contract(s) to the successful bidders at the conclusion of the procurement process.
	REJECTION OF BIDS
	The SIU reserves the right to reject/disqualify any submitted bid/proposal for the reasons set out in this invitation to bid, as read with the Terms of Reference ("ToR") and other bid documents or as otherwise deemed necessary for a lawful reason. Without limiting the generality of the aforesaid and for purposes of example only:
	(a) Should it be discovered by the SIU that the bidder did not act in good faith and/or has declared incorrect, false, misleading and/or incomplete information (in any respect) to the SIU in the bid/proposal documents, the SIU reserves the right to reject/disqualify the bid/proposal, and reserves the right to take further action against the offending bidder (e.g. criminal charges, referrals for disciplinary or administrative sanctions, civil proceedings and/or application for restriction/black-listing from participation in public sector procurement, which will also be reported to National Treasury etc.).
	(b) Should it be discovered that the official bid invitation/bidding forms/documents were re-typed or changed, or that any changes or amendments to any of the bid documents or Bid Conditions were made in respect of any of the bids/proposals received or that the bidder had brought-in any counter conditions, then the bid/proposal will be rejected/disqualified.
	(c) If the bidder's bid/proposal is not compliant with the SIU's scope of work or ToR, the SIU reserves the right to reject/disqualify the bid/proposal and the bidder from further evaluation or consideration.
	(d) Bid rigging, fronting, cover bidding and/or collusive behaviour by the bidder will result in rejection/disqualification. <ul style="list-style-type: none"> (i) A bidder is <u>not</u> permitted to submit a bid/proposal from more than one registered company or business with a common owner, partner, director, member, trustee, trust beneficiary and/or shareholder. (ii) Except for the appointment and briefing of counsel or subject matter experts required for any legal matter and for corresponding attorneys or court paper

	service addresses formally declared as potential sub-contractors as part of the bidder's proposal, a bidder is <u>not</u> permitted to submit a bid/proposal in the name of one company or business, in circumstances where any part of the contract or the work under the contract or the income received under the contract will be assigned, ceded, delegated and/or sub-contracted to any other company, business and/or person/entity.
	(e) If the bidder is not registered with the Central Supplier Database (" CSD "), as maintained by National Treasury, or has also not applied for such registration, and provided proof of such Application for Registration on the CSD to the SIU, as part of the bid documents submitted by the bidder to the SIU, then that bidder's bid/proposal may be rejected/disqualified.
	(f) Bids/proposals submitted late or submitted to the incorrect address will be rejected/disqualified.
	(g) Non-submission, incomplete submission and/or otherwise defective submission of any of the mandatory marked documents will lead to rejection/disqualification of the bidder.
	(h) Any communication with SIU officials, employees and/or members, except with the Supply Chain Management official for anything pertaining to this bid/proposal, will result in the bidder's bid/proposal being rejected/disqualified.
	(i) Bidders who fail to achieve the minimum predefined functionality threshold set for functionality as prescribed in this invitation, the ToR and/or the other bid documents, after evaluation of the PROPOSAL Sections of the bids/proposals, will be disqualified from further evaluation.
	ADDITIONAL BID INFORMATION
	This bid/proposal is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations - 2017.
	This bid/proposal is subject to the General Conditions of Contract (" GCC "), as prescribed by National Treasury, as read with the Special Conditions for managing contractual obligations (" SCC "), as stipulated in this invitation, the ToR, the other bid documents, and as ultimately set out in or incorporated into the written Contract to be concluded between the successful bidder(s) and the SIU.
	The SIU deems that the bidder has read, understood and accepted all the terms and conditions, as set out in this invitation, the ToR, the other bid documents, the GCC and the SCC.
	REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD):
	The bidder must register on the National Treasury's Central Supplier Database and must be in good standing on the CSD (e.g. verification, certification, accreditation and status must all be verified as compliant, valid and up to date on the CSD) in order to do business with an organ of state or for the SIU to award a bid/proposal or contract to the bidder. Registration

	<p>on the CSD (www.csd.gov.za) provides a bidder with an opportunity to do business with all state organisations, including at national, provincial and municipal levels.</p> <p>National Treasury Contact Details: Tel: (012) 406 9222 or e-mail csd.support@treasury.gov.za</p>		
	<p>SETS OF BID/PROPOSAL DOCUMENTS REQUIRED</p>		
	<table border="1"> <tr> <td>Number of ORIGINAL documents for contract signing</td><td>One (1)</td></tr> </table>	Number of ORIGINAL documents for contract signing	One (1)
Number of ORIGINAL documents for contract signing	One (1)		
	<p>Bidders must submit the bid/proposal 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/proposal contract document and the master record between the bidder and the SIU, which will be incorporated into the written Contract to be concluded between the successful bidder(s) and the SIU. The bidder is required to attach originals or certified copies of any certificates stipulated in this invitation, the ToR, the other bid documents, the GCC and the SCC to these original sets of bid documents.</p> <p>Any discrepancy between the evaluation copies and the master record, the master record will supersede the copy/ies. Any discrepancy between the original sets delivered to the SIU and any sets kept by the bidder, the original set delivered to the SIU will supersede any sets kept by the bidder.</p>		
	<table border="1"> <tr> <td>Number of EVALUATION copy:</td><td>One (1)</td></tr> </table> <p>Bidders must clearly mark documents as either “Original” or “Copy for evaluation” and number all pages sequentially. Bidders are required to group documents into “PROPOSAL” and “PRICING” Sections</p>	Number of EVALUATION copy:	One (1)
Number of EVALUATION copy:	One (1)		
	<table border="1"> <tr> <td>Two envelope system required</td><td>YES</td></tr> </table>	Two envelope system required	YES
Two envelope system required	YES		
	<p>The bidders are required to submit their bids/proposals in two envelopes:</p> <ul style="list-style-type: none"> (a) the first envelope to be clearly marked “PROPOSAL Section”. The first envelope holds all documents, <u>excluding</u> the SBD 3 and detailed supporting pricing documentation; and (b) the second envelope to be clearly marked “PRICING Section”. The second envelope holds the SBD 3 and the detailed supporting pricing documentation. <p>An outer envelope encloses both envelopes that have the envelope addressing as stated in this document.</p> <p>The objective of the exercise is to evaluate the PROPOSAL Section, without reference to the PRICING Section, while ensuring that both the PROPOSAL and PRICING Sections are ultimately evaluated fairly and in an unbiased manner, in respect of those bidders that</p>		

	<p>achieve the minimum predefined functionality threshold.</p> <p>The SIU only opens the PROPOSAL Section– the first envelope – at the evaluation stage and only opens the PRICING Section– the second envelope – for those bidders who met the predefined functionality threshold at the PROPOSAL section evaluation.</p>
	<p>ENQUIRIES CAN BE DIRECTED TO THE FOLLOWING</p>
	<p>SUPPLY CHAIN MANAGEMENT ENQUIRIES</p> <p>All enquiries can <u>only</u> be done in writing to e-mail address: <u>scm@siu.org.za</u>, by not later than 12h00: PM on 10 August 2021. Consolidated queries and the SIU’s responses thereto will be uploaded on the SIU’s website on the 13 August 2021. (i.e. <u>https://www.siu.org.za/</u> under the tab “Supply Chain Management”, “Tenders” and “Current Tenders”).</p> <p>Bidders are not permitted to communicate with any SIU official, employees and/or members, except the Supply Chain Management official for anything pertaining to this bid/proposal. Any unauthorised communication may result in the rejection/disqualification of the bidder’s bid/proposal.</p>

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MANDATORY REQUIREMENTS TO QUALIFY FOR EVALUATION			
Mandatory Requirements	Envelope 1		
<p>Proof of Registration on the Government's National Treasury Central Supplier Database (CSD)</p> <p>Bidders must indicate the MAAA number on page 15 of the bid document or submit the CSD report</p>	M	YES	NO
<p>Signed and completed Procurement Invitation (SBD 1) including the SBD 4, SBD 5 if applicable, SBD 6.1, SBD 6.2 if applicable, SBD 8 and SBD 9 (To be submitted in First Envelope marked PROPOSAL Section).</p>	M	YES	NO
<p>The director/s must submit a Letter of Good Standing from the South African Legal Practice Council.</p> <p>If a bidder is an Attorney's Practice or Practice as Trust Account Advocates, each one of the Owners/Partners/Directors must submit proof of Admission as Attorney by the High Court of South Africa, or proof of admission as a Legal Practitioner by the South African Legal Practice Council.</p> <p><i>Where a company has more than two (2) directors, two directors must submit their letter of good standing.</i></p> <p><i>Proof such as CIPC, CSD report or any relevant proof must be submitted to verify the company director/s.</i></p>	M	YES	NO
<p>The director/s must submit a Fidelity Fund Certificate, or equivalent thereof.</p> <p>If a bidder is an Attorney's Practice or Practice as Trust Account Advocates, each one of the Owners/Partners/Directors (as the case may be) in the firm must submit her/his current Fidelity Fund Certificate, or equivalent thereof.</p> <p><i>Where a company has more than two (2) directors, two directors must submit their letter of good standing.</i></p> <p><i>Proof such as CIPC, CSD report or any relevant proof must be submitted to verify the company director/s.</i></p>	M	YES	NO

The bidder must have proof of a physical office within the Republic of South Africa (in Gauteng) i.e. Rental lease, municipality bills etc.	M	YES	NO
RETURNABLE DOCUMENTS			
Detail pricing in the SBD 3 format (To be submitted in Second Envelope marked PRICING Section).		YES	NO
Detail price sheets and supporting documents (To be submitted in Second Envelope marked PRICING Section)			
B-BBEE Certificate (South African Companies) or, for companies that have less than R 10 million annual turnover, a sworn affidavit is required. A copy of the template for this affidavit is available on the Department of Trade and Industry website https://www.thedti.gov.za/gazette/Affidavit_EME.pdf <i>(Failure to submit an original or certified true copy of the B-BBEE Certificate or a sworn affidavit will result in the bidder receiving no preference in the PPPFA / B-BBEE evaluation phase of the bid/proposal evaluation).</i>		YES	NO
THE BIDDING PROCESS			
This bid is evaluated through a two (2) stage process			
<p><u>Stage 1 – Compliance to Requirements including Mandatory as these are GO/NO GO gates (i.e. may result in bid/proposal rejection or disqualification)</u></p> <p>Bidders warrant that their bid/proposal documents have, as a minimum, the specified documents required for evaluating their proposals. On the tables above, the SIU provided the Returnable Document Checklist listing these including which documents are GO/NO GO to the bidders.</p> <p>The SIU evaluates only bids responses that are 100% acceptable in terms of the Mandatory Document List. The SIU disqualifies bidders not compliant with the mandatory list, to proceed further for stage 2.</p>			

Stage 2 – Evaluation of Bids against Functionality, Specifications and Quality

After disqualifying non-compliant bids/proposals during stage 1, the SIU evaluates each remaining bidder's bid/proposal response to the functionality criteria, specifications and Quality requirements issued in accordance to published evaluation criteria and the associated scoring set outlined in this bid/proposal invitation.

The SIU will, where circumstances justify it, request evaluation sessions such as interviews, presentations, site-visit, pitching sessions and/or other proof of functionality sessions with short-listed bidders before concluding the evaluation. These sessions will form part of the evaluation and by no means had indication that the bidder is official appointed, preferred or short-listed.

Only bidders who achieved the minimum predefined **functionality/quality threshold of 75 points** will be put through to Stage 3, the remaining bidders will be disqualified from further evaluation/consideration.

The SIU intends to appoint four (4) bidders. As such, the bidders who get to Stage 3 will be evaluated and ranked and the top scoring bidder (except where there are reasons for pass-over) will be appointed per each field of legal expertise and per each geographical area. Subject to the SIU reserving the right (within its sole discretion) to still make use of the services of the Office of the State Attorney, all work in a specific field of legal expertise within a specific geographical area will be referred to the selected bidder. However, in order to address potential conflicts of interest or where the workload of the bidder and urgency warrants a deviation, the SIU may (within its sole discretion) refer a specific matter to another bidder either within another field.

Stage 3 – Price and BBEE

Only bidders who score a minimum quality threshold of **75 points** on functionality, will be evaluated on this stage of Price and Preferences (B-BBEE).

Bid Procedure Conditions:

Counter Conditions

The SIU draws bidders' attention to the fact that any changes or amendments to any of the bid documents or Bid Conditions or the setting of counter conditions by bidders will result in the rejection/disqualification of such bids.

Award/Objective Criteria

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

- a) SIU reserves the right to screen the bidder and the team assigned to the SIU in terms of its own Internal Integrity Unit ("IIU") before appointment, should such screening results have a negative outcome, the SIU reserves the right not to award the bid to the subjected/recommended/highest scoring bidder.
- b) In terms of SIU's procedures, SIU may subject the prospective bidder to vetting process in terms of State Security Agency ("SSA"), should such vetting results have a negative outcome as per SSA and SIU procedures, SIU reserves the right not to award the contract to the recommended/highest scoring bidder; or to revoke/terminate the awarded.
- c) Bid will only be awarded to the bidder who successfully pass the SIU's Internal Integrity Unit screening and/or State Security Agency vetting; failure to pass could result in SIU not awarding the bid to a bidder irrespective of the points scored after the final evaluation and.
- d) The SIU reserves the right not to award a bid if the bidding entity's financial statements and/or supporting financial information creates doubt to the SIU, in its sole discretion, that the bidder would not be able to meet its short and longer term financial commitments.
- e) SIU reserve a right not to award a bid if the recommended bidder failed to conclude the registration process on National Treasury Central Database (CSD report) within seven (7) working days after receiving notification form the SIU.
- f) 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".
- g) The SIU intends to appoint four (4) bidders, as such, the bidders who get to Stage 3 will be evaluated and ranked and the top scoring bidder (except where there are reasons for pass-over) will be appointed. Subject to the SIU reserving the right (within its sole discretion) to still make use of the services of the Office of the State Attorney.

Special Condition of the Bid

- a) The recommended bidder either must have offices within the 15 km radius from the court applicable for purposes of the receipt of court papers, or must ensure that it

	<p>complies with the requirements by any other means at no additional costs to the SIU (e.g if you use a correspondent Attorney such cost cannot be recovered from the SIU).</p> <p>b) Payment will be made no later than sixty (60) days after submission of a valid invoice (where applicable, a tax invoice) by the supplier that contains all the details that the SIU will prescribe, and subject to a complete and accurate monthly statement being received within 5 working days after calendar month end. The 60 period is to allow the SIU to follow all its sign off and authorisation processes to ensure proper governance and internal control steps are followed.</p> <p>c) If the proposed resource (s) is/are not available before commencement of the project, the referred resource (s) will be withdraw from the appointed/allocated project and the recommended bidder will be required to changed/replace the resource.</p> <p>d) If the appointed resource is alternatively changed during the projects, justifiable reasons must be submitted to the SIU, the final decision is subject to the SIU's review and approval.</p> <p>e) An alternate replacement of resources should be equal or more competent to the initial approved resource (s) and if the bidder failed to provide a resource that meets the standard of the SIU as per the terms and conditions/requirements of the project the SIU reserves the right to reject the proposed resource or re-allocate the work to another service provider.</p> <p>f) The resource who is CV/Profile was used during evaluation must be preferred resource used for SIU work or such equivalent subject to SIU approval.</p> <p>g) The appointment of Counsel will be regulated by agreed processes and the SIU must be consulted in the selection and proposed briefing of counsel by the successful bidder(s), and the SIU will have a final veto right in all respects.</p>
	<p><u>Response Preparation Costs</u></p> <p>The SIU is NOT liable for any costs incurred by a bidder in the process of responding to this Bid/Proposal Invitation, including any requested evaluation sessions such as interviews, presentations, site-visit, pitching sessions and/or other proof of functionality sessions.</p>

Cancellation Prior to Awarding

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

Collusion, Fraud and Corruption

Any perceived effort on the part of, or on behalf of any Bidder to influence, the outcome of the procurement process in any way will result in the rejection and disqualification of the bid/proposal concerned. The SIU reserves the right to take further action against the offending bidder (e.g. criminal charges, referrals for disciplinary or administrative sanctions, civil proceedings and/or application for restriction/black-listing from participation in public sector procurement, which will also be reported to National Treasury etc.).

Fronting

The SIU, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid/proposal 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 or otherwise, be established during such inquiry/investigation, the onus will be on the bidder to prove that fronting does not exist. Failure to do so within a period of 7 days from date of notification will invalidate the bid/proposal/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 (e.g. criminal charges, referrals for disciplinary or administrative sanctions or civil proceedings).

Confidentiality

The successful Bidder agrees to sign a general Confidentiality Agreement with the SIU.

Sub-contracting Direct

The SIU does not enter into any separate contracts with a sub-contractor that an appointed supplier would wish to work with. Bidders are required to indicate on their proposal if they have any intention to sub-contract, and must then provide the same information (functional evaluation criteria) and mandatory requirement documents in respect of each such sub-contractors, as the bidder itself is required to provide to the SIU. Failure to disclose that any part of the contract would be sub-contracted or any changes in the sub-contracting parties may lead to rejection/ disqualification of the bid/proposal and/or will invalidate any resulting award and contract.

	<p><u>Information Provided in The Procurement Invitation</u></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>
THE BIDDERS PARTICULARS	
	<p>Name Of Bidder (As stated on the Central Supplier Database registration report)</p>
	<p>Represented By</p>

	<p>Postal Address</p>
	<p>Telephone Number</p>
	<p>Cell Phone Number</p>
	<p>Facsimile Number</p>
	<p>E-Mail Address</p>

	VAT/ TAX Registration Number	
	Total number of Employees	
	COMPANY REGISTRATION NUMBER (If applicable)	
	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES (as per the records of the CIPC)	
	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]	
	Professional Service Provider:	
	TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS	
	TAX CLEARANCE COMPLIANCE	
	The National Treasury Supplier Database (CSD) report reflect an overall Tax Compliant Status.	Yes/No
	Tax Clearance Certificate Expiry date:	
	Tax Compliance System Pin Number	
	SUPPLIER IS ON THE NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE	

Supplier Number	M	Unique Registration Reference Number (36 digit)	
PREFERENCE CLAIM			
Has a Preference claim form been submitted for your preference points? (SBD 6.1)			Yes/No/NA
A B-BBEE status level verification certificate must support preference points claimed. Has this been submitted?			Yes/No/NA
A sworn affidavit in which the PPPFA / B-BBEE evaluation preference is confirmed, if applicable. Has this been submitted?			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
A Registered Auditor registered by IRBA (Certificate issued before 1 st of January 2017 may be accepted by the SIU, but certificates issued during or after 2017 will not be accepted, and bidder will be regarded as non-compliant)			Yes/No/NA
Are you the accredited representative in South Africa for the goods/services/works offered?			
YES or NO, If YES enclose proof in an annexure and summarized detail below			

INTRODUCTION TO THE SPECIAL INVESTIGATING UNIT (“SIU”)

The SIU is an independent statutory body established by Proclamation No. R.118 of 31 July 2001, issued in terms of the Special Investigating Units and Special Tribunals Act No. 74 of 1996 (“**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 concerned.

The purpose and intent of this tender is for the establishment of a panel of professional legal experts in various fields with suitable experience to render specialized services on an “as-and-when required” basis for a period of 36 months.

CONTRACT PERIOD

The panel will be for a period of 36 months from date of appointment.

BID DETAILS

PROJECT BACKGROUND

The Special Investigating Unit (SIU) is an independent statutory body that is accountable to the President and Parliament in terms of its activities. Its primary mandate is to recover and prevent financial losses to the State due to various acts of corruption, fraud and maladministration.

The SIU seek to appoint the panel of legal experts for General Assistance, Administrative law and Civil Litigation.

SCOPE OF WORK

The SIU intends to appoint a panel of legal experts represented in the SIU regional offices. The SIU intends to appoint four (4) the panel of legal experts for General Assistance, Administrative law and Civil Litigation. SIU reserving the right (within its sole discretion) to still make use of the services of the Office of the State Attorney. However, in order to address potential conflicts of interest or where the workload of the bidder and urgency warrants a deviation, the SIU may (within its sole discretion) refer a specific matter to the Office of the State Attorney or to another bidder.

The Panel of Attorneys/Law Firms for General Legal Assistance Administrative law and civil litigation the SIU on a wide range of issues pertaining to, inter alia the following;

- Assist and advise SIU on all aspects relevant to conduct civil litigation, including advice on evidence and other legal opinions.
- Assist the SIU in the preparation for institution, conducting of and enforcement of all steps and processes relevant to civil litigation (whether by motion or action proceedings), from the perspective of a Plaintiff/Applicant or a Defendant/Respondent, whichever may be applicable to the SIU.
- Preparing papers for the Special Tribunal or Courts of law.
- Ensure the briefing of appropriate Counsel to conduct civil litigation and appropriate continued interaction with such Counsel. Facilitation of consultations with and preparation of witnesses and experts for hearings/trials.
- The sourcing and briefing of subject matter experts.
- Ensure compliance with processes required by relevant civil procedure prescripts including but not limited to service of process and preparation and pagination of court files etc.
- Advice on reviews and appeals, and conducting such processes.
- Advice on enforcement and execution of orders and judgment.

- Settlement Negotiations.
- Advice on how sequestration, liquidation, debt-rescue, deregistration and/or death may affect the enforcement and execution of orders and judgment.

CODE OF PROFESSIONAL ETHICS

The firms are expected to apply and uphold the following guiding principles:

- A. Professionalism, Diligence and duty of care: Firms/professionals shall, at all times, demonstrate a commitment to professionalism, diligence and duty of care in the performance of their duties.
- B. Legal & Ethical: Firms/professionals shall not engage in any illegal or unethical conduct, or any activity, which would constitute a conflict of interest.
- C. Integrity: Firms/professionals shall, at all times, exhibit the highest level of integrity in the performance of all professional assignment and will accept only assignment for which there is reasonable expectations that the assignment will be completed with highest professional competence.

Objectivity

- D. Firms/professionals will comply with lawful orders of the courts, Special Tribunal and other forums and will testify to matters truthfully and without bias or prejudice.
- E. Act honestly, fairly and with due skill, care and diligence, in the interests of SIU.
- F. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services.
- G. Act with circumspection and treat the SIU fairly in a situation of conflicting interests.
- H. Comply with all applicable statutory, common law or professional practice requirements applicable to the services.
- I. Make adequate disclosures of relevant material information including disclosures of actual or potential won interests, in relation to dealings with SIU.
- J. Avoid fraudulent acts and misleading advertising canvassing and marketing.
- K. Conduct its business activities with transparency and consistently upholding the interest and needs of the SIU as a client before any other consideration.
- L. Ensure that any information acquired from the SIU will not be used or disclosed unless the written consent of the SIU has been obtained.

PANEL UTILISATION GUIDELINE

- M. Only firms that reach the **75 points** minimum threshold on functionality will be considered for inclusion on the panel and the highest four ranked bidders will included in the panel.
- N. The allocation of work will be done strictly on rotational bases irrespective of project value. However, briefs may be allocated depending on the relevant circumstances of the matter *inter alia*, based on previous involvement in a matter, relevant experience, availability, business urgency, nature and complexity of the matter.
- O. The contracting of service providers for a specific work assignment will be facilitated by the Supply Chain Management (SCM) and the Project Manager.
- P. There is no guarantee that a service provider on the panel will be contracted for specific work assignments during the tenure of this contract.
- Q. Assignments will be structured as work packages that clearly define the scope and objective of work, proposed timeframes, expected duration (hours), and expected deliverables amongst others.
- R. Bidders shall be required to be competent and experienced in all aspects related to a specific area of specialization, unless the SIU in its sole discretion deems it necessary to deviate from this requirement.
- S. Bidders will be notified of their appointment to the Panel for the area(s) of specialization as specified, by means of an official letter of appointment issued by the SIU's Supply Chain Management Department. No other communication in any form from any other official/member or employee shall constitute a valid appointment to the Panel.
- T. Bidders will be notified of a brief to render services for a particular scope/matter falling within the area(s) of specialization, by means of an official brief/appointment issued by the Supply Chain Management (SCM) and the Project Manager together with a reference number confirmed by the SIU's Supply Chain Department. No other communication in any form from any other official shall constitute a valid brief.
- U. The SIU seeks the services of appropriately professionals with suitable experience to render specialized services on an **"as-and-when required"** basis. However, briefs may be allocated depending on the relevant circumstances of the matter *inter alia*, based on previous involvement in a matter, relevant experience, availability, business urgency, nature and complexity of the matter etc.
- V. The SIU may withdraw a bidder from the appointed panel due to poor performance or for any other reason acceptable in law, or a service provider may request to be removed, but the final decision will always remain within the sole discretion of the SIU.
- W. This is a non-exclusive panel and the SIU may at its on sole discretion, source service outside the panel.

SOURCING PROCESS

The SIU will firstly identify a need and secure resources for the opportunity.

- X. When the SIU is in need of a specific professional service to be rendered, the SIU will engage the services providers who has been successfully included on the panel to render the required services. Subject to the SIU reserving the right (within its sole discretion) to still make use of the services of the Office of the State Attorney for all work required. However, in order to address potential conflicts of interest or where the workload of the bidder and urgency warrants a deviation, the SIU may (within its sole discretion) refer a specific matter to another bidder within the panel.
- Y. Resources indicated may be interviewed for suitability and determination of capability to assist the SIU.
- Z. SIU reserves the right to negotiate hourly charge-out rates/quote submitted by bidders.
- AA. An order will be issued to the recommended/awarded service provider.
- BB. In the event of circumstances arising that make it impossible to appoint the service provider on the panel (e.g. due to a conflict of interest), the SIU will have the full discretion to appoint another services provider listed on the panel.

	<p>FINANCIAL TERMS</p> <p>Payment will be made no later than sixty (60) days after submission of a valid invoice (where applicable, a tax invoice) by the supplier that contains all the details that the SIU will prescribe, and subject to a complete and accurate monthly statement being received within 5 working days after calendar month end. The 60 period is to allow the SIU to follow all its sign off and authorisation processes to ensure proper governance and internal control steps are followed.</p>
	<p>EVALUATION CRITERIA</p> <p>The 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 organisational capacity supporting the project team.</p> <p>The SIU is committed to achieving the government’s transformation objectives, as inter alia set out in the Preferential Procurement Policy Framework Act (PPPFA), Procurement Regulation 2017 and the B-BBEE Act.</p> <p><i>For PPPFA purposes only, the value of this bid over the full duration of the 36 month contract in respect of four (4) service providers to be appointed is estimated to exceed R 50 000 000 (all applicable taxes included) and therefore the PPPFA preference 90/10 system shall be applicable. (This is by no means the budget of the project but the process threshold as per PPPFA).</i></p> <p>The procedure for the evaluation of responsive bids is functionality (quality) and The evaluation of the bids will be conducted as follows:</p> <ul style="list-style-type: none"> • The assessment of quality will be done in terms of the evaluation criteria (Table 1) and the minimum threshold of 75 points will be applied as explained below. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation. <p>Thereafter, only the qualifying bids will be evaluated against price and preference points and ultimately only one bidder per category will be included on the panel of professional experts for a period of 36 months.</p>

SIU REQUIREMENTS FOR EVALUATION PURPOSES

QUALITY

In this particular bid, tenders who scored **75 points** out of 100 will be classified as technically acceptable and will be further evaluated for Price and BBEE. The bid evaluation process shall be carried out in three (3) phases namely;

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

Phase 2: Functionality/Technical – Total Scores will be tabulated to 100 points and bidders must meet or achieve minimum threshold of 70 to move to the next phase.

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

- a) Scores will be tabulated to 100 points. Respondents must score **75 points** and above to be assessed on their financial offer and preference score.
- b) The evaluation of the service provider's responses will be based on the following weighting
 - a. The proposals will be evaluated on a scale of 0-3 in accordance with the criteria below.
 - b. The rating will be as follows:
 - i. 0 = Non-Submission/less than the SIU requirements.
 - ii. 1 = Poor.
 - iii. 2 = Partial compliance with the SIU requirements.
 - iv. 3 = Full compliance with the SIU requirements.

Summary of evaluation criteria

No	Description	Maximum points
1	Bidders'/Company experience	30
2	Experience of Lead Partner/Director or such equivalent	40
3	Experience of Senior Associate or such equivalent	15
4	Experience of Junior Associate or such equivalent	15
Minimum Threshold		75
Total points		100

Table 1 Technical Evaluation Criteria

DESCRIPTION	WEIGHT
<p><u>BIDDERS/ COMPANY PREVIOUS EXPERIENCE – 30 Points</u></p> <p>The bidder must provide demonstrable experience of similar project/s in General Legal Assistance, Administrative law and civil litigation.</p> <p><i>The requirement of the SIU is for the respective periods of service to be full-time active work as an admitted and practicing attorney, working with a valid fidelity certificate, and performing the functions usually associated with running of an attorney's practice.</i></p> <p><i>The submitted reference letter must be relevant to General Legal Assistance, Administrative law and civil litigation. This reference must relate to a matter dealt with during the last years (i.e. any time after January 2017).</i></p> <p>The bidder reference letter must indicate or cover the following ;</p> <ul style="list-style-type: none"> <i>Dates of appointment and end date of the contract</i> <i>Mention cause of action</i> 	30

- **Complexity of the case**
- **Final outcome**

SCORE	Criteria
Non scoring (0 points)	<ul style="list-style-type: none"> • Evaluation rating 0 equals to non-allocation of points, to the bidders who : Failed to submit the required reference letters or detailing list of clients supported by number of years of experience or Submitted irrelevant information or letter submitted.
Score 10 points	One (1) - three (3) reference letters attached <ul style="list-style-type: none"> • Evaluation rating 1 equals to 10 points
Scores 20 points	Four (4) - five (5) reference letters attached <ul style="list-style-type: none"> • Evaluation rating 2 equals to 20 points
Scores 30 points	Six (6) or more reference letters and above were attached <ul style="list-style-type: none"> • Evaluation rating 3 equals to 30 points

COMPANY LEAD PARTNER OR DIRECTOR EXPERIENCE - 40 Points

The bidder must expressly identify the Director/Partner or equivalent in respect of each cv/profile submitted. If more than once CV/Profile is submitted, the bidder must clearly indicate the CV/Profile that will be eligible for evaluation.

SCORE	CRITERIA	WEIGHT
Non scoring (0 points)	No experience indicated in the profile/CV <ul style="list-style-type: none">Evaluation rating 0 equals to non-allocation of points, to the bidders who failed to submit the director's profile or the submitted profile information is irrelevant.	40
Score 20 points	One (1) - five (5) years' experience post admission as Attorney of the High Court or post commencing to practice law (whichever may be the later date). The duration of any periods that the person did not actively practice law (for whatever reason) must be declared and subtracted from the years of experience <ul style="list-style-type: none">Evaluation rating 1 equals to 20 points	
Scores 30 points	Six (6) - ten (10) years' experience post admission as Attorney of the High Court or post commencing to practice law (whichever may be the later date). The duration of any periods that the person did not actively practice law (for whatever reason) must be declared and subtracted from the years of experience <ul style="list-style-type: none">Evaluation rating 2 equals to 30 points	
Scores 40 points	Eleven (11) or more years' of experience post admission as Attorney of the High Court or post commencing to practice law (whichever may be the later date). The duration of any periods that the person did not actively practice law (for whatever reason) must be declared and subtracted	

	<p>from the years of experience.</p> <ul style="list-style-type: none"> • Evaluation rating 3 equals to 40 points 	
<p><u>SENIOR ASSOCIATE – 15 Points</u></p> <p><u>The bidder must expressly identify the Senior Associate or equivalent in respect of each cv/profile submitted. If more than once CV/Profile is submitted, the bidder must clearly indicate the CV/Profile that will be eligible for evaluation.</u></p>		
SCORE	CRITERIA	WEIGHT
Non scoring (0 points)	<p>No experience indicated in the profile/CV</p> <ul style="list-style-type: none"> • Evaluation rating 0 equals to non-allocation of points, for failure to submit CV/Profile 	15
Score 05 points	<p>One (1) to three (3) years' experience post admission as Attorney of the High Court or post commencing to practice law (whichever may be the later date). The duration of any periods that the person did not actively practice law (for whatever reason) must be declared and subtracted from the years of experience.</p> <ul style="list-style-type: none"> • Evaluation rating 1 equals to 05 points 	
Scores 10 points	<p>Four (4) to seven (7) years' experience post admission as Attorney of the High Court or post commencing to practice law (whichever may be the later date). The duration of any periods that the person did not actively practice law (for whatever reason) must be declared and subtracted from the years of experience.</p> <ul style="list-style-type: none"> • Evaluation rating 2 equals to 10 points 	

Scores 15 points	<p>Eight (8) or more years of experience post admission as Attorney of the High Court or post commencing to practice law (whichever may be the later date). The duration of any periods that the person did not actively practice law (for whatever reason) must be declared and subtracted from the years of experience.</p> <ul style="list-style-type: none"> • Evaluation rating 3 equals to 15 points 	
<u>JUNIOR ASSOCIATE - 15 Points</u>		
<p><u>The bidder must expressly identify the Junior Associate or equivalent in respect of each cv/profile submitted. If more than once CV/Profile is submitted, the bidder must clearly indicate the CV/Profile that will be eligible for evaluation.</u></p>		
SCORE	CRITERIA	WEIGHT
Non scoring (0 points)	<p>No experience indicated in the profile/CV.</p> <ul style="list-style-type: none"> • Evaluation rating 0 equals to non-allocation of points, for failure to submit CV/Profile 	15
Score 05 points	<p>One (1) to two (2) years' experience post admission as Attorney of the High Court or post commencing to practice law (whichever may be the later date). The duration of any periods that the person did not actively practice law (for whatever reason) must be declared and subtracted from the years of experience.</p> <ul style="list-style-type: none"> • Evaluation rating 1 equals to 05 points 	
Scores 10 points	<p>Three (3) to four (4) years' experience post admission as Attorney of the High Court or post commencing to practice law (whichever may be the later date). The duration of any periods that the person did not actively practice law (for whatever reason) must be declared and subtracted from the</p>	

		<p>years of experience.</p> <ul style="list-style-type: none"> • Evaluation rating 3 equals to 10 points 	
	Scores 15 points	<p>Four (4) or more years' experience post admission as Attorney of the High Court or post commencing to practice law (whichever may be the later date). The duration of any periods that the person did not actively practice law (for whatever reason) must be declared and subtracted from the years of experience</p> <ul style="list-style-type: none"> • Evaluation rating 3 equals to 15 points 	

	FINAL DELIVERY
	The Service Provider must obtain final sign-off from the SIU before the project is concluded and the final payment is made. The Service Provider must submit sign-off documentation authorized by the SIU.
	After completing the evaluation phase of the process, after firms/entities have been appointed on the panel, the SIU will enter into an agreement and financial negotiations with the recommended service provider(s). The final selection will be based on the satisfactory outcome of these negotiations.
	PRICING DETAIL
	SBD 3 - Pricing Schedule for the Duration of the Contract (SBD 3.1 – Non-Firm Unit Pricing)
	NOTE
	PRICES SUBMITTED FOR THIS BID WILL BE REGARDED AS NON-FIRM CONSISTING OF FIRM PRICES AT DATE OF BID.
	Price quoted is fully inclusive of all costs including delivery to the specified SIU Business Unit geographical address and include all relevant cost such as value-added tax, pay-as-you-earn, income tax, unemployment insurance fund contributions, and skills development levies etc. Where sub-contractors or correspondents are used in any given geographical area, their prices must be included in the pricing
	The SIU accepts no changes, extensions, or additional <i>ad hoc</i> costs to the pricing conditions of the contract once both parties have signed the contract.

	Schedule of Prices shall be completed and signed in black ink. Corrections must be done by deleting, rewriting and initialling next to the amendment. No correction ink (or typex) 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 ON AN “AS AND WHEN NEEDED” BASIS, 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.
	HOURLY RATE PRICE IN RSA RAND (ALL APPLICABLE TAXES INCLUDED)
	Foreign exchange risk is for the account of the Bidder
	<u>Pricing Schedule for the Duration of the Contract</u>

SIU tender for panel of attorneys to assist with Civil litigation

Please note that the "units per annum" is for illustrative and evaluation purposes only, and is not indicative of how the actual units will realise in practice when the tender is awarded. The service provider needs to supply **one percentage** that it will charge for all of the line items, it should not give different percentages for each line item. The percentage supplied by the service provider will be measured against the base price in the table and used to calculate a total price for evaluation purposes. To illustrate the application of the percentage supplied by the service provider, the following example:

1. Assume the service provider gives a percentage of 85%

2. So, for line 1, the calculation will be: $R213 \times 85\% = R181,05$; x 2000 hours per annum, therefore 6,000 hours over contract period, therefore R1,086,300 for line item 1 for evaluation purposes. *The siu will add all the individual line items to arrive at the total bid price to used for evaluation purpose*

3. If the percentage given by the service provider is 110%, similarly, the calculation will be: $R213 \times 110\% = R234,30$ x 2000 hours per annum, therefore 6000 hours over the contract period, therefore R1,405,800 for line item 1 for evaluation purposes.

4. Where applicable and if the service provider is registered for VAT, the final total evaluation contract price will be calculated, inclusive of VAT.

5. The line items indicated below exclude appointment of Counsel

No		Price	Units per annum	Total price for evaluation process, including VAT
3	A – CONSULTATIONS, APPEARANCES, CONFERENCES AND INSPECTIONS			
1	Consultation with a client and witnesses to institute or to defend an action, for advice on evidence or advice on commission, for obtaining an opinion or an advocate's guidance in preparing pleadings, including exceptions, and to draft a petition or affidavit, per quarter of an hour or part thereof—by an attorney	R213,00	2000	
2	Consultation with a client and witnesses to institute or to defend an action, for advice on evidence or advice on commission, for obtaining an opinion or an advocate's guidance in preparing pleadings, including exceptions, and to draft a petition or affidavit, per quarter of an hour or part thereof—by a candidate attorney	R65,00	1500	
3	Consultation to note, prosecute or defend an appeal, per quarter of an hour or part thereof—by an attorney	R213,00	500	
4	Consultation to note, prosecute or defend an appeal, per quarter of an hour or part thereof—by a candidate attorney	R65,00	50	
5	Attendance by an attorney in court at proceedings in terms of rule 37 of these Rules, per quarter of an hour or part thereof	R213,00	800	
6	Attendance by a candidate attorney, where necessary, to assist at a contested proceeding, per quarter of an hour or part thereof	R65,00	200	
7	Any conference with an advocate, with or without witnesses, on pleadings, including exceptions and particulars to pleadings, applications, petitions, affidavits and testimony, and on any other matter which the taxing officer may consider necessary, per quarter of an hour or part thereof—by an attorney	R213,00	1000	
8	Any conference with an advocate, with or without witnesses, on pleadings, including exceptions and particulars to pleadings, applications, petitions, affidavits and testimony, and on any other matter which the taxing officer may consider necessary, per quarter of an hour or part thereof— by a candidate attorney	R65,00	200	
9	Any other conference which the taxing officer may consider necessary, per quarter of an hour or part thereof— by an attorney	R213,00	200	
10	Any other conference which the taxing officer may consider necessary, per quarter of an hour or part thereof— by a candidate attorney	R65,00	50	
11	Any inspection <i>in situ</i> , or otherwise, per quarter of an hour or part thereof— by an attorney	R213,00	50	
12	Any inspection <i>in situ</i> , or otherwise, per quarter of an hour or part thereof—by a candidate attorney	R65,00	20	
13	Attending to give or take disclosure, per quarter of an hour or part thereof—by an attorney	R213,00	300	
14	Attending to give or take disclosure, per quarter of an hour or part thereof—by a candidate attorney	R65,00	50	
15	Inclusive fee for necessary consultations and discussions with a client, witness, other party or advocate not otherwise provided for, per quarter of an hour or part thereof—by an attorney	R213,00	500	
16	Inclusive fee for necessary consultations and discussions with a client, witness, other party or advocate not otherwise provided for, per quarter of an hour or part thereof—by a candidate attorney	R65,00	100	

B- DRAFTING AND DRAWING			
17	The drawing up of a formal statement in a matrimonial matter, verifying affidavits, affidavits of service or other formal affidavits, index to brief, short brief, statements of witnesses, powers of attorney to sue or defend, as well as other formal documents and summonses, including all documents such as the prescribed forms in the First Schedule to these Rules, but not the particulars of claim in an annexure to the summons: an inclusive tariff – drawing up, checking, typing, printing, copies, delivery and filing thereof, per page of the original only	R85,00	2000
18	The drawing up of other necessary documents, including—instructions for an opinion, for an advocate's guidance in preparing pleadings, including further particulars and requests for same, including exceptions; instructions to advocate in respect of all classes of pleadings; a petition, exception or affidavit, any notice (except a formal notice), particulars of claim or an annexure to the summons, opinion by an attorney or any other important document not otherwise provided for, an inclusive tariff – drawing up, checking, typing, printing, copies, delivery and filing thereof, per page of the original only	R213,00	1600
19	Letters, telegrams and facsimiles: Inclusive tariff for drawing up, checking, typing, printing, delivery, copies, postage, posting thereof, per page	R85,00	3000
20	affidavit, pleading, advocate's advice and drafts, report, important letter, notice or document; any formal letter, record stock sheets in voluntary surrenders, judgments or any other material document not elsewhere specified; any plan or exhibit or other material document which was necessary for the conduct of the action, per page	R43,00	2000
21	Sorting, arranging and paginating papers for pleadings, advice on evidence or brief on trial or appeal, per quarter of an hour or part thereof—by an attorney	R213,00	1500
22	Sorting, arranging and paginating papers for pleadings, advice on evidence or brief on trial or appeal, per quarter of an hour or part thereof—by a candidate attorney	R65,00	200
C – ATTENDANCE AND PERUSAL			
23	Attending the receipt, entry, perusing, considering and filing of— any summons, petition, affidavit, pleading, advocate's advice and drafts, report, important letter, notice or document; any formal letter, record stock sheets in voluntary surrenders, judgments or any other material document not elsewhere specified; any plan or exhibit or other material document which was necessary for the conduct of the action, per page	R43,00	2200
24	Sorting, arranging and paginating papers for pleadings, advice on evidence or brief on trial or appeal, per quarter of an hour or part thereof— by an attorney	R213,00	2200
25	Sorting, arranging and paginating papers for pleadings, advice on evidence or brief on trial or appeal, per quarter of an hour or part thereof—by a candidate attorney	R65,00	300
D- MISCELLANEOUS			
26	For making necessary copies, including photocopies, of any document or papers not already provided for in this tariff, per A4 size page	R2,00	2000
27	Attending to arrange translation and thereafter to procure same, per quarter of an hour or part thereof—by an attorney	R213,00	300
28	Attending to arrange translation and thereafter to procure same, per quarter of an hour or part thereof—by a candidate attorney	R65,00	100
29	Necessary telephones calls: The actual cost thereof, plus per quarter of an hour or part thereof—by an attorney	R213,00	500
30	Necessary telephones calls: The actual cost thereof, plus per quarter of an hour or part thereof—by a candidate attorney	R65,00	200
E – BILL OF COSTS			
31	For drawing the bill of costs, making the necessary copies and attending settlement, 10,60 per cent of the attorney's fees, either as charged in the bill, if not taxed, or as allowed on taxation.	10.60 per cent	500
32	In addition to the fees charged under item 1, if recourse is had to taxation for arranging and attending taxation and obtaining consent to taxation, 10,60 per cent on the first R10 000,00 or portion thereof, 5,10 per cent on the next R10 000,00 or portion thereof and 2,12 per cent on the balance of the total amount of the bill.		100
33	The taxing officer may— which are excessively high, deny the attorney the remuneration referred to in items 1 and 2 of this section, if more than 20 per cent of the number of items on the bill of costs, including expenses, or of the total amount of the bill of costs, including expenses, is taxed off.	20 per cent	50
34	The minimum fees under items 1 and 2 shall be R170,00 for each item.	R170,00	200
F – EXECUTION			
35	Drafting, issue and execution of a warrant of execution and attendances in connection therewith, excluding sheriff's fees (if not taxed)	R425,00	300
36	Reissue	R107,00	100
The percentage charged for all line items by service provider			
		%	
			R -
The above pricing list has been extracted from the Rules of the High Court Document			

Price conditions

- Bidders must apply their minds to the tariffs (reflected excluding VAT) prescribed by the Uniform Rules of Court (as set out above), and then submit bids reflecting the percentage of these tariffs that bidders will charge the SIU for rendering these services, if appointed. The percentage provided, must not be per activity, but a percentage applicable to all activities listed. Bidders are advised that the percentage quoted, will be utilized for evaluation and comparison of bids and will be an important consideration when the final award(s) are made. The total financial impact of the percentage submitted will be used for comparison of bids.
- Where travel is billable travel cost disbursement (s) will be limited to AA rates, economy class for flights, and accommodation cost as per National Treasury Framework.
- SIU will only compensate or travel costs only if the around trip is above 30 km.
- The travel time is not billable or SIU will not pay for travelling hours. Therefore, travel time must be excluded for billable hours.
- If a price quotation does not indicate the VAT, SIU will deem the quote to be inclusive of VAT if the bidder is VAT registered.
- SIU reserves the right to negotiate the rates with the recommended bidder.

PRICING DETAIL

SBD 3.1

Name of bidder:

Bid number: **RFP:007/02/2021**

ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED OFFER TO BE VALID FOR 180 DAYS FROM THE CLOSING DATE.

Item No	Deliverable/Description of Work/Services/Goods	Pricing R'
1	The percentage charged for all related costs based on pricing list extracted from the Rules of the High Court Document for a period of three (3) years	

	CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017																				
	In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, preference points are awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:																				
	<p>The following preference point systems are applicable to all bids:</p> <p>the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).</p>																				
	<p>The value of this bid is estimated to exceed R 50 000 000 (all applicable taxes included) and therefore the preference point system below shall be applicable.</p> <p>The amount of R50 million and above must not be construed as indicative of the value of the award and is merely used for the purposes bid evaluation comparative calculations.</p>																				
	<p>Preference Points for this bid is awarded in accordance with the table below:</p> <table border="1"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th><th>Number of points (90/10 system)</th></tr> </thead> <tbody> <tr><td>1</td><td>10</td></tr> <tr><td>2</td><td>9</td></tr> <tr><td>3</td><td>6</td></tr> <tr><td>4</td><td>5</td></tr> <tr><td>5</td><td>4</td></tr> <tr><td>6</td><td>3</td></tr> <tr><td>7</td><td>2</td></tr> <tr><td>8</td><td>1</td></tr> <tr><td>Non-compliant contributor</td><td>0</td></tr> </tbody> </table>	B-BBEE Status Level of Contributor	Number of points (90/10 system)	1	10	2	9	3	6	4	5	5	4	6	3	7	2	8	1	Non-compliant contributor	0
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8	1																				
Non-compliant contributor	0																				

	<p>Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.</p>
	<p>The SIU 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>
	<p>A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a valid B-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 https://www.thedti.gov.za/gazette/Affidavit_EME.pdf</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 1st 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</p>

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.

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.

	BID DECLARATION: B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF THE ABOVE TABLE:	
	B-BBEE Status level claimed	
	Preference Points claimed	
	BID DECLARATION: SUB-CONTRACTING	
	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"> • The information furnished is true and correct; • The preference points claimed are in accordance with the Preferential Procurement Policy Framework Act and its Regulations; • 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; <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"> • Disqualify the Bidder from the bidding process; • Recover costs, losses or damages it has incurred or suffered as a result of that Bidder's conduct; • 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; • 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.
--	--

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:

	<ul style="list-style-type: none"> a) Has been requested to submit a Bid in response to this Bid invitation; b) Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and c) Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder
	<p>The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium ¹will 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"> a) Prices; b) Geographical area where product or service will be rendered (market allocation); c) Methods, factors or formulas used to calculate prices; d) The intention or decision to submit or not to submit, a Bid; e) The submission of a Bid which does not meet the specifications and conditions of the Bid; or f) Bidding with the intention not to win the Bid.
	<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</p>

¹ 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

	other applicable legislation
	<p>DECLARATION</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> <p>.....</p> <p>Signature Date</p> <p>.....</p> <p>Position Name of bidder</p>

SBD 8- DECLARATION OF BIDDER'S PAST SCM PRACTICE	
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 (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	
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> <p>.....</p>	

	Signature		Date																					
 Position	 Name of bidder																					
	SBD 4- DECLARATION OF INTEREST WITH GOVERNMENT																							
	<p>Any legal person, including persons employed by the State¹, 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																							
	Full details of directors / trustees / members / shareholders. <table border="1"> <thead> <tr> <th>Full Name</th> <th>Identity Number</th> <th>Personal Tax Reference Number</th> <th>State Employee No / Persal No</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> </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			

	(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)	
	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:	

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.
- 1.2. Panel members are not guaranteed any work under this tender proposal.
- 1.3. Panel members may not cede or assign any part of its agreement with SIU nor subcontract any part of the work assigned to them without the prior written authorization of SIU.
- 1.4. Where necessary, assignments awarded in the last three months of the contract period will be allowed to continue after expiry of this contract period.
- 1.5. Panel members may not cede or assign any part of its agreement with SIU nor subcontract any part of the work assigned to them without the prior written authorization of SIU.

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>1. Managing the Contract</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>2. Contract Manager</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>3. Communication</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>4. Managing Stages (if applicable), Delivery Scheduling (if applicable), Milestones (if applicable)</p> <p>4.1. Where different stages apply, the contracted party communicates in writing the commencement of the stage to the SIU.</p> <p>5. Health and Safety Requirements</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. [NOTE TO PREPARERS:] 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	Maximum level
	Conformance to specifications	Technical Specification	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>
GCC2	2. APPLICATION
	<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>

GCC3	3. General
	<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 www.treasury.gov.za</p>
GCC4	4. Standards
	<p>4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
GCC5	5. Use of contract documents and information
	<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>
GCC6	6. Patent rights
	<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>

GCC7	7. Performance security
	<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>
GCC8	8. Inspections, tests and analyses
	<p>8.1. All pre-bidding testing will be for the account of the bidder.</p> <p>8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the SIU or an organization acting on behalf of the SIU.</p> <p>8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests, or analyses shall be defrayed by the supplier.</p> <p>8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p>

	<p>8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
GCC9	9. Packing
	<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>
GCC10	10. Delivery and Documentation
	<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>

GCC11	11. Insurance
	11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
GCC12	12. Transportation
	12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
GCC13	13. Incidental services
	<p>13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;</p> <p>13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</p> <p>13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</p> <p>13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p>

GCC14	14. Spare parts
	<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>
GCC15	15. Warranty
	<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.
GCC16	16. Payment
	<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>
GCC17	17. Prices
	17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
GCC18	18. Contract amendment
	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.
GCC19	19. Assignment
	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.
GCC20	20. Subcontract
	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

GCC21	21. Delays in supplier's performance
	<p>21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
GCC22	22. Penalties
	<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>

GCC23	23. Termination for default
	<p>23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <p>23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,</p> <p>23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>23.1.3 if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p> <p>23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.</p> <p>23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly 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>
GCC24	24. Anti-dumping and countervailing duties and rights
	<p>24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.</p>
GCC25	25. Force Majeure
	<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>
GCC26	26. Termination for insolvency
	<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>
GCC27	27. Settlement of disputes
	<p>27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or Difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5. Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>27.5.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>27.5.2. the purchaser shall pay the supplier any monies due the supplier.</p>
GCC28	28. Limitation of liability
	<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>

GCC29	29. Governing language
	29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
GCC30	30. Applicable law
	30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC31	31 Notices
	<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>
GCC32	32. Taxes and duties
	<p>32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the SIU must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services</p>
GCC33	33 National Industrial Participation (NIP) Programme
	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.
GCC34	34. Prohibition of restrictive practices
	<p>34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p>

	<p>34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</p>
BID SCC 1	1. Delivery and Documentation
	<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"> • Hardware information and serials numbers. • Warranty agreement with warranty numbers. • Warranty period. • Manufacturer's South African support contact details. <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>
BID SCC 2	2. Incidental Services
	<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>

BID SCC 3	Method and conditions of Payment
	<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>
BID SCC 4	Prices
	<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>
BID SCC 5	Intellectual property provided in the bid invitation
	<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>
BID SCC 6	Intellectual property contained in the deliverables
	<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>
BID SCC 7	Third Party Warranty
	<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>
BID SCC 8	Third Party Agreements
	<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 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) 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) including detailed schedules attached		CSD Compliance status as per CSD report form		Declaration of Interest (SBD4);	Independent Price Determination (SBD 9)		Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017 (SBD6.1) and the BBBEE certificate			Declaration of Bidder's past SCM practice (SBD 8)	Conditions of contract as set out in this document (GCC)		NIPP Obligations (SBD 5) where applicable	Local Content Certification (SBD 6.2) where applicable
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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	
Witness 1	
NAME	
SIGNATURE	
DATE	
Witness 2	
NAME	
SIGNATURE	
DATE	

ⁱ Award or Objective Criteria will be used interchangeably across the bid document