



# INVITATION TO BID (SBD 1) on procurement requirements

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

|   |  |
|---|--|
| <b>BID NUMBER</b>   | <b>RFP:06/08/2022/NI</b>   |
| <b>Area of Specialization<br/>(Project Name)</b>  | <b>APPOINTMENT OF PANEL OF EXPERTS – GOVERNANCE RISK AND COMPLIANCE SPECIALIST- POE.15</b> |
| <b>CLOSING DATE AND TIME</b>  | <b>23 September 2022 @ 11:00 AM</b>  |
| <b>BRIEFING SESSION</b>   | <b>NOT APPLICABLE</b>  |
| <b>CONTRACT PERIOD</b>  | <b>PANEL IS VALID FOR A PERIOD OF 36 MONTHS</b>  |
| <b>BID DESCRIPTION</b>  |  |
| <b>REQUEST FOR PROPOSAL: APPOINTMENT OF PANEL OF EXPERTS – GOVERNANCE RISK AND COMPLIANCE SPECIALIST- POE.15</b>                                    |  |
| Bidders must sign the signature page of the form SBD1 validating all documents included in the response to this invitation.                         |  |
| The successful bidder and the SIU will sign the written Contract Form (SBD 7) once the delegated authority has approved the award of such contract. |  |
| <b>BIDDER's NAME</b>  |  |
| <b>B-BBEE LEVEL</b>   |  |
| <b>Preferential Procurement System Applicable:</b>  | 80/20  |
| <b>Validity Period from Date Of Closure:</b>  | 180 days   |

|   |  |
|---|--|
| <b>BID DOCUMENTS ARE TO BE DEPOSITED IN THE BID/TENDER BOX AT:</b>  |  |
| <p>Special Investigating Unit (“SIU”) Head Office</p> <p>1<sup>st</sup> Floor</p> <p>74 Watermeyer Street</p> <p>Rentmeester Building</p> <p>Meyerspark</p> <p>Pretoria</p> <p>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><b>AND ADDRESSED AS FOLLOWS:</b></p> <p>On the face/cover of each envelope, the Bidder must clearly specify:</p> <p>(a) the Bid Name ( Panel Of Experts – Governance Risk And Compliance Specialist)</p> <p>(b) the Bid Number (<b>RFP:06/08/2022/NI</b>);</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 at the SIU reception at the SIU Head Office.</p> |
| <p>Bidders must ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. Bidders must ensure that the submission register at the SIU’s reception when delivering a proposal is signed off, failure to sign may result in the bids being disqualified. Bidders must advise their respective couriers/drivers of the above instruction(s) to avoid misplacement of bid. <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><b>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</b></p>   |  |
| <p>Bidders must submit their bid/proposal response on the official bid invitation/bidding forms/documents (<b>WHICH MUST NOT BE RE-TYPED OR CHANGED</b>) 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. The Returnable Documents are used in the bid</p>   |  |

|                             |   |
|-----------------------------|---|
|                             | <p>administration/compliance process for bids/proposals being accepted and entering the evaluation stage.</p> <p>Non-submission, incomplete submission and/or otherwise defective submission of these administrative compliance requirement documents will lead to the rejection/disqualification of the bidder.</p>  |
| <b>BID OPENING REGISTER</b> |   |
|                             | <p>There will be a public bid opening of the Bids received on the <b>23 September 2022</b> after the closing time. The bidders name and B-BBEE status level will be made known to those who are present, same information will also be published on the SIU website. <b>The bidders' proposal should be marked with the Bid number, Project name and Bidder's name. Financial offer will not be part of the bid opening.</b></p> <p>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 bidder(s) at the conclusion of the procurement process.</p> |
| <b>REJECTION OF BIDS</b>    |   |
|                             | <p>The SIU may reject/disqualify any submitted bid/proposal for the reasons set out in this invitation to bid, as read with the Terms of Reference (“<b>ToR</b>”) and other bid documents, the SCM prescripts and/or as otherwise deemed necessary for a lawful reason. Without limiting the generality of the aforesaid and for purposes of example only:</p>  |
|                             | <p>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.).</p>   |
|                             | <p>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.</p>  |
|                             | <p>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</p>   |

|  |   |
|--|---|
|  | evaluation or consideration.  |
|  | <p>d) Bid rigging, fronting, cover bidding and/or collusive behavior by the bidder will result in rejection/disqualification.</p> <p>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.</p>  |
|  | <p>e) If the bidder is not registered with the Central Supplier Database (“<b>CSD</b>”), 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.</p>                                   |
|  | <p>f) Bids/proposals submitted late or submitted to the incorrect address will be rejected/disqualified.</p>  |
|  | <p>g) Non-submission, incomplete submission and/or otherwise defective submission of any of the administrative compliance requirement documents will lead to rejection/disqualification of the bidder.</p>  |
|  | <p>h) Any communication with SIU officials, employees and/or members, except with the relevant Supply Chain Management official for anything pertaining to this bid/proposal, will result in the bidder’s bid/proposal being rejected/disqualified</p>  |
|  | <p>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.</p>   |
|  | <b>ADDITIONAL BID INFORMATION</b>   |
|  | 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 (“ <b>GCC</b> ”), as prescribed by National Treasury, as read with the Special Conditions for managing contractual obligations (“ <b>SCC</b> ”), as stipulated in this invitation, the ToR, the other bid documents, and as ultimately set out in or incorporated into the written Contract(s) to be concluded between the successful bidder(s) and the SIU. |
|  | <b>REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD):</b>   |
|  | 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  |

|  |                  |
|--|------------------|
| <p>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 on the CSD (<a href="http://www.csd.gov.za">www.csd.gov.za</a>) provides a bidder with an opportunity to do business with all state organisations, including at national, provincial and municipal levels.</p> <p>National Treasury Contact Details: 012 406 9222 or email <a href="mailto:csd.support@treasury.gov.za">csd.support@treasury.gov.za</a></p>  |                  |
| <b>SETS OF BID/PROPOSAL DOCUMENTS REQUIRED</b>   |                  |
| <b>Number of ORIGINAL documents for contract signing</b>   | <b>ONE(1)</b>    |
| <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(s) 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. An electronic version of the completed Pricing Schedule must also be submitted on a USB as part of the original set of the returnable 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> |                  |
| <b>Number of EVALUATION copy:</b>  | <b>1 One (1)</b> |
| <p>Bidders mark documents as either “<b>Original</b>” or “<b>Copy for evaluation</b>” and number all pages sequentially. Bidder is required to group documents into “PROPOSAL” and “PRICING” Sections</p>  |                  |
| <b>Two envelope system required</b>  | <b>YES</b>       |
| <p>The bidders are required to submit their bids/proposals in two envelopes:</p> <ul style="list-style-type: none"> <li>(a) the first envelope to be clearly marked “<b>PROPOSAL Section</b>”. The first envelope holds all documents, <u>excluding</u> the SBD 3 and detailed supporting pricing documentation; and</li> <li>(b) the second envelope to be clearly marked “<b>PRICING Section</b>”. The second envelope holds the SBD 3 and the detailed supporting pricing documentation. An electronic version of the completed Pricing Schedule must also be submitted on a USB as part of the original set of the returnable documents.</li> </ul> <p>An outer envelope encloses both envelopes that have the envelope addressing as stated in this document</p>  |                  |

|  |   |
|--|---|
|  |   |
|  | <b>ENQUIRIES CAN BE DIRECTED TO THE FOLLOWING</b>   |
|  | <b>SUPPLY CHAIN MANAGEMENT ENQUIRIES</b><br><br>All enquiries can <u>only</u> be done in writing to e-mail address: <b><u>scm@siu.org.za</u></b> , by not later than <b>11h00: PM on 14 September 2022</b> . The consolidated queries and the SIU's responses thereto will be uploaded on the SIU's website on the <b>15 September 2022</b> . (i.e. <b><u>https://www.siu.org.za/</u></b> <b>under the tab “Supply Chain Management”, “Tenders” and “Current Tenders”</b> ).<br><br>Bidders are not permitted to communicate with any SIU official, employees and/or members, except with the relevant 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. |

## TABLE OF CONTENTS

|  |                              |
|--|------------------------------|
| BID DESCRIPTION.....   | 1                            |
| SETS OF BID DOCUMENTS REQUIRED .....   | Error! Bookmark not defined. |
| ENQUIRIES CAN BE DIRECTED TO THE FOLLOWING .....                                 | 6                            |
| RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION.....                     | 8                            |
| THE BIDDING PROCESS .....  | 8                            |
| THE BIDDERS PARTICULARS .....  | 11                           |
| INTRODUCTION TO THE SIU .....  | 15                           |
| CONTRACT PERIOD .....  | 17                           |
| BID DETAILS.....   | 17                           |
| SIU REQUIREMENTS FOR EVALUATION PURPOSES .....                                   | 22                           |
| PRICING DETAIL.....  | 28                           |
| PREFERENCE POINTS CLAIMED (SBD 6.1).....   | 31                           |
| DUE DILIGENCE REQUIREMENTS .....   | 34                           |
| SIU REFERENCE LETTER FORMAT.....   | 35                           |
| SIU REFERENCE LETTER TEMPLATE (DETAILS OF PREVIOUS SIMILAR WORK EXPERIENCE)..... | 38                           |
| SPECIAL CONDITIONS FOR MANAGING CONTRACTUAL OBLIGATIONS .....                    | 40                           |
| GENERAL CONDITIONS OF CONTRACT .....   | 42                           |
| BIDDERS DETAIL RESPONSE FORMING PART OF CONTRACT .....                           | 57                           |
| BID SUBMISSION CERTIFICATE FORM - (SBD 1) .....                                  | 57                           |

## ADMINISTRATIVE COMPLIANCE RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION

| RETURNABLE DOCUMENTS   | Envelope 1 |    |
|--|------------|----|
| Signed and completed Procurement Invitation (SBD 1) including the SBD 4, SBD 5 if applicable, SBD 6.1, SBD 6.2 if applicable, must be submitted in First Envelop marked PROPOSAL Section   | YES        | NO |
| Proof of Registration on the Government's National Treasury Central Supplier Database ( <b>CSD</b> ) or proof of such Application for Registration on the CSD, as part of the bid documents submitted by the bidder to the SIU.<br><br>Bidders must indicate the MAAA..... number on page 13 of the bid document or submit the CSD report or submit proof that the bidder applied for CSD registration   | YES        | NO |
| Tax Confirmation Letter from Tax Authorities (applicable to foreign suppliers only).   | YES        | NO |
| RETURNABLE DOCUMENTS   | Envelope 2 |    |
| Detail pricing in the SBD 3 format ( <b>To be submitted in Second Envelope marked PRICING Section</b> ).   | YES        | NO |
| Detail price sheets and supporting documents (( <b>To be submitted in Second Envelope marked PRICING Section</b> ).  | YES        | NO |
| 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 <a href="https://www.thedti.gov.za/gazette/Affidavit_EME.pdf">https://www.thedti.gov.za/gazette/Affidavit_EME.pdf</a><br><br><i>(Failure to submit an original or certified true copy of the B-BBEE Certificate or a sworn affidavit will results in the bidder receiving no preference in the PPPFA / B-BBEE evaluation stage of the bid/proposal evaluation).</i> | YES        | NO |
| THE BIDDING PROCESS  |            |    |
| This bid is evaluated through a three (03) stage process   |            |    |
| <b><u>Stage 1 – Administrative Compliance requirements are GO/NO GO gates (i.e. may result in bid/proposal rejection or disqualification)</u></b>  |            |    |
| 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.

**The SIU evaluates only bids responses that are 100% acceptable in terms of the Administrative compliance requirements. The SIU disqualifies bidders not compliant with the Administrative compliance requirements, to proceed further for stage 2.**

**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/proof of functionality sessions with short- listed bidders before concluding the evaluation. These sessions will form part of the evaluation and is by no means and indication that the bidder is official appointed, preferred or short-listed.

Bidders reaching the minimum predefined **functionality/quality threshold of 75 points** will not be evaluated on Price and Preferences (B-BBEE) but will automatically qualify to be in the panel, stage 3.

**Stage 3 – Panel inclusion/appointment**

Bidders who score minimum **functionality/quality threshold 75% points** on functionality will not be evaluated on Price and Preferences (B-BBEE) and will be included on the panel of professional services experts.

**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.

**Response Preparation Costs**

The SIU is NOT liable for any costs incurred by a bidder in the process of responding to this Bid/Proposal Invitation, including (but not limited to) obtaining supporting documents or required proof and any requested evaluation sessions such as interviews, presentations, site-visit, pitching sessions and/or other proof of

functionality sessions

**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, and will ensure that any and all staff of the successful bidder, who may deal with or otherwise have access to the cases/matters/projects of the SIU, must also be bound by such a general Confidentiality Agreement. Any leaks of information or records associated with the cases/matters/projects of the SIU is seen in a very serious light and will or may result in material reputational and other prejudice/damages suffered by the SIU and the State institutions concerned. Without limiting the generality of the aforesaid, the bidders are formally informed that Regulation 10, as read with Regulation

11 of the SIU and ST Regulations (GG Notice No. R. 1263 of 2019 “*Special Investigating Units and Special Tribunals Act (74/1996) (the Act): Regulations in the Schedule with reference to the Act*” (Government Gazette No. 42729 dated 26 September 2019) makes it a criminal offence to breach the confidentiality requirements of the SIU. 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.).

**Sub-contracting Direct**

The SIU does not enter into any separate contracts with a sub-contractor that an appointed service provider/supplier would wish to work with. Bidders are required to indicate on their bids/proposals if they have any intention to sub-contract, and must then provide the same information (functional evaluation criteria etc.) and **Administrative compliance requirements** 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.

**Information provided in the procurement invitation**

All information contained in this document is solely for the purposes of assisting bidders to prepare their Bids/proposals. The SIU prohibits bidders from using any of the information contained herein for other purpose than those stated in this document.

**THE BIDDERS PARTICULARS**

Name Of Bidder (As stated on the Central Supplier Database registration report)

Represented By

|  |  |
|--|--|
|  |  |
|--|--|

|  |   |  |
|--|---|--|
|  | Postal Address  |  |
|  |   |  |
|  | Telephone Number  |  |
|  |   |  |
|  | Cell Phone Number   |  |
|  |   |  |
|  | Facsimile Number  |  |
|  |   |  |
|  | E-Mail Address  |  |
|  |   |  |
|  | VAT Registration Number   |  |
|  |   |  |
|  | Total number of Employees   |  |
|  |   |  |
|  | COMPANY REGISTRATION NUMBER ( <i>If applicable</i> )                    |  |
|  | DESCRIBE PRINCIPAL BUSINESS ACTIVITIES (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]                    |   |                                      |        |
|   | Manufacturer:   |                                      |        |
|   | Supplier:   |                                      |        |
|   | Professional Service Provider:                              |                                      |        |
|   | Construction:   |                                      |        |
|   | Logistics:  |                                      |        |
|   | Other:  |                                      |        |
|   | TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS |                                      |        |
| TAX CLEARANCE COMPLIANCE  |   |                                      |        |
| The National Treasury Supplier Database (CSD) report reflect an overall Tax Compliant Status. |   |                                      | Yes/No |
| Tax Clearance Certificate Expiry date:  |   |                                      |        |
| Tax Compliance System Pin Number  |   |                                      |        |
| SUPPLIER IS ON THE NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE                              |   |                                      |        |
| Supplier Number   | <b>M</b>  | Unique Registration Reference Number |        |

|  |  |            |           |
|--|--|------------|-----------|
|  |  | (36 digit) |           |
| <b>PREFERENCE CLAIM</b>  |  |            |           |
|  | Preference claim form been submitted for your preference points? (SBD 6.1)   |            | Yes/No/NA |
|  | <b>A B-BBEE status level verification certificate must support preference points claimed. Has this been submitted?</b>   |            | Yes/No/NA |
|  | <b>A sworn affidavit in which the PPPFA / B-BBEE evaluation preference is confirmed, if applicable. Has this been submitted?</b>   |            | Yes/No/NA |
| <b>Who issued the B-BBEE certificate [Tick applicable box]</b> |  |            |           |
|  | A verification agency accredited by the South African Accreditation System (SANAS);  |            | Yes/No/NA |
|  | Affidavit, confirming turnover and black ownership or alternatively a Companies and Intellectual Property Commission Certificate confirming turnover and black ownership certified by a registered Commissioner of Oaths |            | 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   |            |           |
|  |  |            |           |

## TERMS OF REFERENCE FOR GOVERNANCE RISK AND COMPLIANCE SPECIALIST

### 1. Background

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

### 2. Purpose

The purpose and intent of this tender is for the establishment of a panel of professional experts in various fields with suitable experience to render specialized services which are not available in-house, on an "as-and-when required" basis for a period of 36 months. The SIU reserves the right to, within its sole discretion, appoint a certain number of Governance Risk and Compliance Specialist.

### 3. Scope of Work

Bidders must demonstrate their capabilities and qualifications in rendering and offering the required services as per scope of work.

**The project scope is likely to include, *inter alia*, some or all of the following, services dependent on the requirements of the case**

- a) To assist the SIU with Investigations into fraud, corruption and financial mismanagement;
- b) To assist the SIU with Investigating Supply Chain Management irregularities, maladministration and misconduct;
- c) To apply the PFMA and the regulations applicable to it, the MFMA and the regulations applicable to it, Public Sector Acts, Treasury Regulations, Circulars, Instruction Notes as well as relevant policy documents and practice notes during the relevant investigations;
- d) Utilizing a multi-disciplinary approach during the investigation with regard to the field of

investigation;

- e) Identification, preservation, analysis and documentation of relevant data for judicial purposes;
- f) To apply the relevant legislation and accepted practices to the available facts and evidence to identify the risks associated with processes followed and policies in place; and
- g) To provide solutions to mitigate the identified risks and make systemic recommendations accordingly.

**4. Expected Deliverables**

- a) To prepare reports reflecting the investigations conducted as well as subsequent findings and recommendations;
- b) To prepare affidavits when requested, to be submitted during criminal and civil proceedings as well as for disciplinary purposes; and
- c) To provide expert testimony during the proceedings referred to in paragraph (b) above.

**5. Business Sector Experience Applicable Business Sector Experience required should include the following but not limited to:**

- a) Extensive experience in Governance Risk and Compliance environment, corporate governance;
- b) Understanding of the Public Sector, specifically State Owned Entities/Companies, regulatory framework. PFMA, MFMA knowledge and experience;
- c) Strong communication skills;
- d) Risk management in procurement investigations;
- e) Knowledge of the laws, rules, and legal precedence pertaining to evidence, the securing of the evidence, searching of premises, the seizure of evidence and the technical aspects of conducting interviews;
- f) To provide solutions to mitigate the identified risks and make systemic recommendation accordingly;
- g) Experience in the governance, risk and compliance environment; and
- h) Experience in auditing principles and practices.
- i) Experience in preparing reports for criminal, civil litigation and disciplinary purposes including testifying in court as an expert witness would be beneficial



**6. Qualifications and experience required for governance risk and compliance Specialist**

- a) Bachelor's Degree in Governance Risk Management or Compliance or Internal Audit or Finance
- b) Post Graduate or Honours in Governance Risk or Compliance Management or Accounting or Internal Audit or finance.
- c) Registration with the following professional bodies i.e. IISA, IIA, IRMSA, SAICA, CISA, IODSA or relevant professional body certification.
- d) Minimum of five (5) years professional and practical experience within the governance risk and compliance field.
- e) Operational knowledge and experience in governance risk and compliance.

**CONTRACT PERIOD**

The panel is valid for a period of 36 months from date of appointment.

**BID DETAILS**

a) **CODE OF PROFESSIONAL ETHICS**

**The service providers are expected to apply and uphold the following principles:**

- b) Professionalism and Diligence: Service providers/professionals shall, at all times, demonstrate a commitment to professionalism and diligence in the performance of their duties;
- c) Legal & Ethical: Service providers/professionals shall not engage in any illegal or unethical conduct, or any activity which would constitute a conflict of interest;
- d) Integrity: Service providers/professionals shall, at all times, exhibit the highest level of integrity in the performance of all professional assignments and will accept only assignments for which there is reasonable expectation that the assignment will be completed with professional competence;

**Objectivity:**

- aa) Service providers/professionals will comply with lawful orders of the courts and will testify to matters truthfully and without bias or prejudice;
- bb) Act honestly, fairly and with due skill, care and diligence, in the interests of the SIU;
- cc) Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- dd) Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- ee) Act with circumspection and treat the SIU fairly in a situation of conflicting interest(s);
- ff) Comply with all applicable statutory or common law requirements applicable to the services;
- gg) Make adequate disclosures of relevant material information including disclosures of actual or potential interests, in relation to dealings with the SIU;
- hh) Avoid fraudulent acts and misleading advertising, canvassing and marketing;
- ii) Conduct its business activities with transparency and consistently upholding the interest and needs of the SIU as a client before any other consideration; and
- jj) Ensure that any information acquired by the Bidder (s) from the SIU will not be used or disclosed unless the written consent of the Head of the SIU has been obtained to do so.

#### **B. PANEL UTILISATION GUIDELINE**

- a) The panel will consist of service providers that reach a **75 points** threshold on functionality.
- b) The selection of service providers from the panel for the RFQ process will occur on the basis of service delivery with the most efficient cost implications or be guided by the specific service(s) required.
- c) All the service providers listed on the panel will be approached in terms of the RFQ process.
- d) The SIU Supply Chain Management (SCM) will facilitate the contracting of service providers for a specific work assignment.
- e) There is no guarantee that a service provider on the panel will be contracted for a specific work assignment during the tenure of this contract.
- f) Assignments will be structured as work packages that clearly define the scope and objective of work, proposed timeframes, qualifying criteria, qualification requirements, expected duration (hours), and expected deliverables amongst others.

- g) 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.
- h) 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.
- i) No other communication in any form from any other official shall constitute a valid appointment to the Panel.
- j) 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 SIU's Key Personnel together with a reference number confirmed by the SIU's Supply Chain Management Department. No other communication in any form from any other official shall constitute a valid brief.
- k) The SIU seeks the services of an appropriate professional with suitable experience to render specialized services which are not available in-house, 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, and the service provider's location.
- l) Request for quotations may be required based on the service required during the duration of the contract.
- m) The SIU may withdraw a bidder from the appointed panel or a provider requesting to be removed, due to poor performance.
- n) Bidders who score the minimum threshold of **75 points** on functionality will be included on the panel of professional experts.
- o) This is a non-exclusive panel and the SIU may, at its sole discretion, source service outside the panel.

**C. SOURCING PROCESS**

- a) The SIU will firstly identify a need and secure resources for the required services.
- b) When the SIU is in need of a specific professional service to be rendered, a Request for Quotation ("**RFQ**") will be issued to those service providers on the panel who indicated expertise in that specific area of work. Prices/quotations will be used for evaluation on the specific assignment.

|  |   |
|--|---|
|  | <ul style="list-style-type: none"> <li>c) Price on the quotations for a specific assignment will be utilized in the evaluation process to determine the successful service provider.</li> <li>d) For evaluation purposes, the proposed service provider(s) must meet the criteria of having resources that have at least the required qualifications and experience in the Public and Private Sector.</li> <li>e) Service providers will have to respond to the RFQ, indicating their availability and their hourly rate (if it is less than the hourly rate quoted on the bid). The hourly rates must be equal or less than the fees stated in the framework contract.</li> <li>f) Resources indicated in the RFQ will be interviewed for suitability and determination of capability to assist the SIU.</li> <li>g) RFQ's received will be evaluated based on the 80/20 or 90/10 (B-BBEE score and price) depending on the anticipated value of the services required.</li> <li>h) The SIU reserves the right to negotiate hourly charge-out rates/quotes submitted by bidders.</li> <li>i) An order is then issued to the successful bidder(s) from the panel</li> <li>j) A contract concluded.</li> </ul> |
|  | <p><b>FINANCIAL TERMS</b></p> <p>The SIU is a public entity and as such the terms of payment are thirty (30) days from date of invoice. Therefore, the service provider(s) should demonstrate that they are in a stable financial position in order to undertake a specific project.</p>  |
|  | <p><b>EVALUATION CRITERIA</b></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 service provider and individuals who will be providing the service and the organisational capacity supporting the project team.

The SIU is committed to achieving the government’s transformation objectives in terms of the Preferential Procurement Policy Framework Act (PPPFA) and SIU SCM Policy.

The procedure for the evaluation of responsive bids is functionality (quality). The evaluation of the bids will be conducted as follows:

- The assessment of quality will be done in terms of the evaluation criteria (Table 1) and the minimum threshold of **75 points** as explained below. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation; and
- Thereafter, only the qualifying bids will proceed to be included on the SIU panel of professional experts for a period of 36 months.

## SIU REQUIREMENTS FOR EVALUATION PURPOSES

### QUALITY

- a) In this particular call, tenders scoring at least **75 points** out of 100 will be classified as technically acceptable and will be included on the SIU panel of professional experts.
- b) The evaluation of service provider's responses will be based on the following weighting of the proposals.
- c) The SIU will consider reference letters as per below reference template and/or reference letters on a letterhead of the referee. (*Appointment letters, purchase orders will not be considered for evaluation purposes*)

**Table 1 Technical Evaluation Criteria**

| NO | DESCRIPTION  | Maximum points |
|----|--|----------------|
| 1. | <b><u>Resources/Individual/Account Manager/key Personnel</u></b>   |                |
|    | <ul style="list-style-type: none"> <li>• Dedicated resources' cv/detailed profiles, <b>45 points</b></li> </ul>  | <b>45</b>      |
|    | <b>Report Writing and Judicial proceedings</b> <ul style="list-style-type: none"> <li>• A resource has produced forensic/litigation reports and/or testified in a court of law (<i>a bidder should submit valid proof which support the submission irrespective of the number of court attendances or production of forensic/litigation reports</i>) equals <b>15 points</b>. Failure to provide valid proof will result in non-scoring</li> </ul> | <b>15</b>      |
|    | <ul style="list-style-type: none"> <li>• Qualifications of the resource, <b>25 points</b></li> </ul>   | <b>25</b>      |
|    | <ul style="list-style-type: none"> <li>• Registration with the following professional bodies i.e. IISA, IIA, IRMSA, SAICA, CISA, IODSA or relevant professional body certification, 5 points</li> </ul>  | <b>5</b>       |
|    | <ul style="list-style-type: none"> <li>• A Bidder is required to submit contactable reference letters, <b>10 points</b> (Failure to provide valid contactable reference letters will results in non-scoring)</li> </ul>  | <b>10</b>      |

|  |  |     |
|--|--|-----|
|  | Total points                             | 100 |
|  | See evaluation criteria 1, Table 2 below |     |

**Evaluation Criteria 1: Resources/Individual/Account Manager/key Personnel**

CV/Profiles of resource's should provide below details in respect of experience, to be considered for evaluation

**BUSINESS SECTOR EXPERIENCE**

**Applicable Business Sector experience**

- a) Extensive experience in Governance Risk and Compliance environment, corporate governance.
- b) Understanding of the Public Sector, specifically State Owned Entities/Companies, regulatory framework. PFMA, MFMA knowledge and experience.
- c) Strong communication skills.
- d) Risk management in procurement investigations.
- e) Knowledge of the laws, rules, and legal precedence pertaining to evidence, the securing of the evidence, searching of premises, the seizure of evidence and the technical aspects of conducting interviews.
- f) To provide solutions to mitigate the identified risks and make systemic recommendation accordingly.
- g) Experience in the governance, risk and compliance environment.

- h) Experience in auditing principles and practices
- i) Experience in preparing reports for criminal, civil litigation and disciplinary purposes including testifying in court as an expert witness would be beneficial

**NB:** Please note that the effective date to calculate/measure the years of experience will be from the closing date of the tender.

**Table 2: CV/Profile of Resources/Individual/ Manager/key personnel**

| SCORE                  | CRITERIA  |
|------------------------|---|
| Non scoring (0 points) | <ul style="list-style-type: none"> <li>• No CV/Profiles attached to the proposal or a bidder has irrelevant experience.</li> <li>• Key personnel has less than 5 years of experience in the applied field.</li> </ul>   |
| Score 25 points        | <p>A resource has a minimum of 5 to 8 years practical experience after obtaining qualification.</p> <p><i>(NB: The duration of any periods that the person did not actively serve as procurement specialists/investigator (for whatever reason) must be declared and subtracted from the years of experience )</i></p>                          |
| Scores 35 points       | <p>A resource has experience greater than 9 to 12 years but not less than 12 years as per attached CVs/Profiles</p> <p><i>(NB: The duration of any periods that the person did not actively serve as procurement specialists/investigator (for whatever reason) must be declared and subtracted from the years of experience )</i></p>          |
| Scores 45 points       | <p>Key personnel have extensive levels of experience greater than 13 to 16 years and above as per attached CVs/profiles</p> <p><i>(NB: The duration of any periods that the person did not actively serve as procurement specialists/investigator (for whatever reason) must be declared and subtracted from the years of experience ):</i></p> |



|   |   |
|---|---|
| <b>Report Writing and Judicial proceedings:</b><br>Score 15 points as referred to the below | An added advantage is the individual has experience in preparing reports for criminal, civil litigation and disciplinary purposes including testifying in court as an expert witness.<br><i>(submitted valid proof which support the submission) Failure to provide valid proof will result in non-scoring)</i> |
| Non scoring (0 points)  | A resource did not submit experience in respect of preparing reports for criminal, civil litigation and disciplinary purposes. No experience was submitted in respect of testifying in court as an expert witness or testifying during disciplinary proceedings   |
| Score 5 points  | <i>A resource has experience in preparing reports for criminal, civil litigation and disciplinary purposes.</i>   |
| Score 10 points   | <i>A resource has experience in testifying in court as an expert witness or testified during disciplinary proceedings</i>   |
| <b>SCORE</b>  | <b>QUALIFICATIONS OF THE RESOURCES</b>  |
| None Scoring (0)  | A resource failed to submit the required supporting qualification (s) or has irrelevant qualifications.   |
| Score 5 points  | A resource holds at least a relevant National Diploma on a level of NQF6  |
| Score 10 points   | A resource holds Advanced Diploma/Degree on a level of NQF7   |
| Score 15 points   | Post Graduate/Honours degree (NQF 8) in relevant fields of study.   |
| Score 20 points   | Masters on a level of NQF9 in relevant fields of study  |
| <b>Additional Points (Professional bodies)</b><br>Score 5 points                            | Registration with the following professional bodies i.e. IISA, IIA, IRMSA, SAICA, CISA, IODSA or relevant professional body certification<br><br><i>(proof attached, Failure to attach valid certified copy will result in none scoring on this sub-criterion)</i>  |

| SCORE            | QUALIFICATIONS OF THE REFERENCE LETTERS  |
|------------------|--|
| None Scoring (0) | A resource failed to submit the required reference letters or detailing list of clients supported by number of years of experience or Submitted irrelevant information or letters. |
| Score 5 points   | A resource provided one to two contactable reference letters.  |
| Score 10 points  | A resource provided three to four and more contactable reference letters.  |
|                  |  |

**Company Bidder’s Experience**

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

- A. Successfully implemented similar projects and conditions in relation to the ToR and applied area of specialization
- B. The bidder must present at least three contactable reference for whom they have provided similar service(s). Complete reference list to be provided i.e. contact persons, phone numbers and email addresses, commencement date and end date of the projects.
- C. This references must be in respect of the last three years’ experience ,
- D. Contactable References. (letters of reference in letterhead of the clients, signed by a senior/head of relevant department of the referee).

**Table 3: Bidder's experience**

| Name of the , contact person, telephone number and email address | Description of similar work (service) | Value of work (i.e. the service provided) inclusive of VAT (Rand) | Commencement and end Date of the projects |
|--|---------------------------------------|---|---|
|  |                                       |   |   |
|  |                                       |   |   |
|  |                                       |   |   |
|  |                                       |   |   |

|                       |   |
|-----------------------|---|
|                       | <b>FINAL DELIVERY</b>   |
|                       | The Service Provider must obtain final signoff from the SIU before the project is concluded and the final payment is made. The Service Provider must submit sign off documentation authorised by the SIU.   |
|                       | After completing the evaluation phase of the process and after service providers/entities have been appointed on the panel of the SIU, the SIU will enter into a contract and financial negotiations with the recommended service provider after the completion of the RFQ process. |
| <b>PRICING DETAIL</b> |   |
|                       | SBD 3 - Pricing Schedule for the Duration of the Contract<br>(SBD 3.1 - Firm Unit Pricing)  |
|                       | <b>NOTE</b>   |
|                       | PRICES SUBMITTED FOR THE RFQ WILL BE REGARDED AS NON-FIRM CONSISTING OF FIRM PRICES AT DATE OF BID SUBJECT TO ADJUSTMENT(S) IN TERMS OF THE FOLLOWING FORMULA, DEFINED AREAS OF COST AND DEFINED PERIODS.   |
|                       | Bidders must complete the section “Non-Firm Prices Subject to Escalation” if applicable and/or the section “Prices Subject to Rate of Exchange Variations” if applicable. Where neither of these sections are completed, the unit prices are deemed “Firm Unit Pricing”             |
|                       | In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point   |
|                       | Price quoted is fully inclusive of all costs including delivery to the specified SIU Business Unit geographical address and includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions, and skills development levies.                       |
|                       | The SIU accepts no changes, extensions, or additional ad hoc costs to the pricing conditions of the contract once both parties have signed the contract.  |
|                       | The amount should be inclusive of rates and taxes.  |
|                       | Schedule of Prices shall be completed and signed in black ink. Corrections must be done by deleting, rewriting and initialing next to the amendment. No correction ink is permitted in the document.  |
|                       | Guarantees, warranties and replacement must be included.  |
|                       | Pricing is subject to the addition of Preference Points as stipulated in below – Standard Bidding Document 6.1 Preference claim form.   |
|                       | <b>WHERE QUANTITIES AND/OR SERVICES ARE REQUIRED AS AND WHEN NEEDED, THE ESTIMATION PRICE MODEL BELOW APPLIES (The quantities</b>   |

|  |   |
|--|---|
|  | 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 the contract. The actual usage during the management of the contract determines the final contract value. |
|  | <p>HOURLY RATE PRICE IN RSA RAND (ALL APPLICABLE TAXES INCLUDED)</p> <p>Foreign exchange risk is for the account of the Bidder</p>  |
|  | <b><i>Pricing Schedule Template (on following page):</i></b>  |

**Indicative Pricing Schedule Template**

**SBD 3.1**

Name of bidder: .....

Bid number: **RFP:06/08/2022/NI**

**Bidders must provide all-inclusive indicative prices where VAT is applicable:**

The bidder must thus complete the below schedule and return (No separate schedules permitted):

**Table 4 Pricing Schedule NB:** (The indicative pricing is as per the deliverables indicated on the Terms of the References section. The SIU might consider a periodic increase during the duration of the 36 months, depending on market conditions and economic circumstances. It will however be at the sole discretion of the SIU) Please note that the SIU will at the time when the services are required, request final prices and BEE information from the panel members on which the final evaluation be concluded for individual appointments on assignments.

| AREA OF SPECIALISATION | POSITION                  | NAMES OF EXISTING PERSONNEL IN POSITION (IF ANY) | HOURLY & DAILY FEE: DATE OF APPOINTMENT FOR A PERIOD OF 36 MONTHS (INCL VAT) |
|------------------------|---------------------------|--|--|
|                        | Director/ Partner         | (Consultant)                                     | Hourly: R .....<br>Daily: R .....  |
| AREA OF SPECIALISATION | POSITION                  | NAMES OF EXISTING PERSONNEL IN POSITION (IF ANY) | HOURLY & DAILY FEE: DATE OF APPOINTMENT FOR A PERIOD OF 36 MONTHS (INCL VAT) |
| Professional expert    | Resource/Account Manager/ | (Consultant)                                     | Hourly: R .....<br>Daily: R .....  |
| Professional expert    | Resource/ Key personnel   | (Consultant)                                     | Hourly: R .....<br>Daily: R .....  |

The service provider shall obtain the SIU's prior approval in writing before taking , inter alia, any of the following actions :

- a) Appointing sub-contractors for the performance of any part of the services; and
- b) Appointing key persons not listed by name as referred to above.

**PREFERENCE POINTS CLAIMED (SBD 6.1)**

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017**

In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, preference points are awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

The following preference point systems are applicable to all bids:  
 the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and  
 the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

The value of this bid is estimated not to exceed R 50 000 000 (all applicable taxes included) and therefore the preference point system below shall be applicable.

In terms of Regulation 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

|  |   |
|--|---|
|  | <p>Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor 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 BBEE certificate (South African Companies) if available or a sworn affidavit (SAPS) confirming Annual Total Revenue and Level of Black Ownership or a Companies and Intellectual Property Commission (CIPC) certificate stipulating Annual Total Revenue and Level of Black Ownership. A copy of the template for this affidavit is available on the Department of Trade and Industry website <a href="https://www.thedti.gov.za/gazette/Affidavit_EME.pdf">https://www.thedti.gov.za/gazette/Affidavit_EME.pdf</a></p> <p>A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by a Verification Agency accredited by SANAS.</p> <p>A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, if the entity submits their B-BBEE status level certificate.</p> <p>A trust, consortium, or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, if the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.</p> <p>Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.</p> <p>A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.</p> <p>A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.</p> |



|   |          |
|---|----------|
| <b>BID DECLARATION: B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF THE ABOVE TABLE:</b>  |          |
| B-BBEE Status level claimed   |          |
| Preference Points claimed   |          |
| <b>BID DECLARATION: SUB-CONTRACTING</b>   |          |
| Will any portion of the contract be sub-contracted?   | YES / NO |
| If Yes, indicate:   |          |
| What percentage of the contract will be subcontracted?  |          |
| Names of the sub-contractor   |          |
| The B-BBEE status level of the sub-contractor   |          |
| Whether the sub-contractor is an EME?   | YES / NO |
| <p>I/we, the undersigned, who is/are duly authorized to do on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:</p> <ul style="list-style-type: none"> <li>• The information furnished is true and correct;</li> <li>• The preference points claimed are in accordance with the Preferential Procurement Policy Framework Act and its Regulations;</li> <li>• In the event of a contract being awarded as a result of points claimed as shown above, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;</li> </ul> <p>If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –</p> <ul style="list-style-type: none"> <li>• Disqualify the Bidder from the bidding process;</li> <li>• Recover costs, losses or damages it has incurred or suffered as a result of that Bidder's conduct;</li> <li>• Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;</li> <li>• Restrict the Bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding ten (10) years, after the audi alteram partem (hear the other side) rule has been applied; and forward the matter for criminal prosecution.</li> </ul> |          |

## DUE DILIGENCE REQUIREMENTS

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

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

Where the bidder is a South African citizen and meets the threshold for tax registration, the Central Supplier Database registration provided the verification of the bidder's tax status. Foreign bidders, where they have a South African legal registered entity, must comply with this requirement.

Where the foreign bidders do not have a South African legal entity, they are exempt from this requirement. For due diligence, where their country of residence has the same requirement of tax status, a copy of that certificate should be provided.

### DECLARATION

I, the undersigned (NAME)..... certify that the information furnished above is correct.

I accept that SIU may reject the bid or act against me in terms of Paragraph 23 of the General Conditions of Contract should this declaration prove to be false.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

### SBD 4- SBD 4- BIDDER'S DISCLOSURE

#### PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Service providers/Suppliers, that person will automatically be disqualified from the bid process.

#### 2. BIDDER'S DECLARATION

2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state? YES/NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:  
.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:  
.....  
.....

**3 DECLARATION**

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>1</sup> will not be construed as collusive bidding.

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

- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying 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 of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- a. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature Date

.....  
Position Name of bidder

### SIU REFERENCE LETTER FORMAT

The respondent/tenderer must complete part A of this form separately for each reference submitted  
The respondent/tender must forward SIU reference letter annexure for completion and signing to be completed by the referee, then bind the signed and completed Annexure A form with tender submission.

It is critical for the referee to include their signature and company stamp in the space provided for these.

It is critical for the referee to include their contact details to enable verification of the reference. The SIU will not give scores for incomplete forms.

The referee to please provide a score (1 = Poor, 2 = Average, 3 = Good, 4 = Excellent, 5 = Best in Class)

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

### TO BE COMPLETED BY REFEREE

(SIU will not consider an incomplete reference letter annexure, it must be completed by a contactable referee)

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

|   |  |
|---|--|
| <b>Referee Legal Name:</b>  |  |
| <b>Client / Referee Name:</b>   |  |
| <b>Bid Number of the previous or current project:</b>   |  |
| <b>Bid Description</b>  |  |
|   |  |
| <b>Describe the service/work the above bidder provided to your organisation below</b>   |  |
|   |  |
| <b>Please score on the attributes / criteria listed below as follows:</b><br>1 = Poor, 2 = Average , 3 = Good, 4 = Excellent, 5 = Best in Class |  |
| <b>Criteria</b>   |  |
| Professionalism   |  |
| Customer centricity   |  |
| Turnaround times  |  |
| Completion times  |  |
| Satisfaction with bidder  |  |
| Satisfaction with quality of work / service   |  |
| Technical Support and Maintenance   |  |
| After Sales Support and Training  |  |

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

## SPECIAL CONDITIONS FOR MANAGING CONTRACTUAL OBLIGATIONS

### **1. Contract Management**

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

### **2. Contract Manager**

2.1. The SIU appoints a contract manager and notifies the other party in writing of the name and contact details of the appointed contract manager.

### **3. Contract Communication**

3.1. The SIU communicates all communications in writing as well as through email.

3.2. The SIU maintains all contract documentation, correspondence, etc. in a defined contract file open for inspection.

3.3. The SIU states the contract number with secondary reference numbers i.e. purchase numbers on all communication, documentation such as purchase orders issued, etc. The SIU will consider any communication without the contract number on as not being legal communication between the parties and not enacted on by either party as a protection against fraud.

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

4.1. Where prices and/or availability need to be confirmed, a request for an updated detail quotation/information is issued;

4.2. Where specific procurement items as specified in the contract are required, the SIU issues a purchase order stating the contract number for the requirement.

4.3. Such purchase order has the following detail (s) (where this is not provided, the purchase order is not a valid communication in terms of this contract):

4.3.1. Purchase Order Number

4.3.2. Contract Number

4.3.3. Quantity

4.3.4. Description of the required procurement. Where detailed, reference must be made to the relevant technical document attached;

4.3.5. Catalogue number if applicable;

4.3.6. Unit price per this contract;

4.3.7. Delivery Date;

4.3.8. Business unit code; and

4.3.9. The specific delivery site.

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

5.1. Incidental services are specified in the incidental services clause

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

### **6. Performance Management**

6.1. The SIU measures performance throughout the contract life.

6.2. The SIU has regular performance review with the contractor.

6.3. Where severe non-performance occurs will terminate the contract earlier in Consultation with the contractor.



| CONTRACTED BIDDER  |                         |  |
|--|-------------------------|--|
| <p><b>1. Managing the Contract</b></p> <p>1.1. The contracted party manages this contract fairly and objectively in accordance to the terms and conditions set out in this document.</p> <p><b>2. Contract Manager</b></p> <p>2.1. The contracted party appoints a contract manager and notifies the SIU in writing of the name and contact details of the appointed contract manager.</p> <p><b>3. Communication</b></p> <p>3.1. The contracted party communicates in writing and through email.</p> <p>3.2. The contracted party always state the contract number on communication, documentation such as correspondence, purchase orders issued, etc. and will not act upon any communication without the contract number or must verify such communication with the SIU prior to acting upon it.</p> <p><b>4. Managing Stages (if applicable), Delivery Scheduling (if applicable), Milestones (if applicable)</b></p> <p>4.1. Where different stages apply, the contracted party communicates in writing the commencement of the stage to the SIU.</p> <p><b>5. Health and Safety Requirements</b></p> <p>5.1. In terms of the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations), the contracted supplier is responsible for the health and safety of its employees and those other people affected by the operations of the supplier.</p> <p>5.2. The contracted supplier ensures all work performed and/or equipment used on site complies with the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations).</p> <p>5.3. To this end, the contracted supplier shall make available to SIU the valid letter of good conduct and shall ensure that its validity does not expire while executing this bid.</p> <p>5.4. <b>[NOTE TO PREPARERS:]</b> Additional Health and Safety documentation can be required prior to commencement of the contract but mentioned at the bid stage. These include SHE Plan (Safety, Health and Environment Plan), SHE File which contains the names of people assigned for Safety responsibilities and their certificates, this may also include information regarding the organizational 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> |
| <b>GCC2</b> | <b>2. APPLICATION</b>   |
|             | <p>2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2. Where applicable, special conditions of contract are also laid down to, cover specific supplies, services or works.</p> <p>2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>  |

|             |  |
|-------------|--|
| <b>GCC3</b> | <b>3. General</b>  |
|             | <p>3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2. With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>  |
| <b>GCC4</b> | <b>4. Standards</b>  |
|             | <p>4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>   |
| <b>GCC5</b> | <b>5. Use of contract documents and information</b>  |
|             | <p>5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p> |
| <b>GCC6</b> | <b>6. Patent rights</b>  |
|             | <p>6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p>  |

|             |  |
|-------------|--|
| <b>GCC7</b> | <b>7. Performance security</b>   |
|             | <p>7.1. Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>7.3.2. a cashier's or certified cheque</p> <p>7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>   |
| <b>GCC8</b> | <b>8. Inspections, tests and analyses</b>  |
|             | <p>8.1. All pre-bidding testing will be for the account of the bidder.</p> <p>8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the SIU or an organization acting on behalf of the SIU.</p> <p>8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests, or analyses shall be defrayed by the supplier.</p> <p>8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> |

|              |  |
|--------------|--|
|              | <p>8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p> |
| <b>GCC9</b>  | <b>9. Packing</b>  |
|              | <p>9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.</p>   |
| <b>GCC10</b> | <b>10. Delivery and Documentation</b>  |
|              | <p>10.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.</p> <p>10.2. Documents to be submitted by the supplier are specified in SCC.</p>   |

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

|              |   |
|--------------|---|
|              |   |
| <b>GCC14</b> | <b>14. Spare parts</b>  |
|              | <p>14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <p>14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and,</p> <p>14.1.2. in the event of termination of production of the spare parts:</p> <p>14.1.2.1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>14.1.2.2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>   |
| <b>GCC15</b> | <b>15. Warranty</b>   |
|              | <p>15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> |



|              |   |
|--------------|---|
|              | <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.</p>  |
| <b>GCC16</b> | <b>16. Payment</b>  |
|              | <p>16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4. Payment will be made in Rand unless otherwise stipulated in SCC</p> |
| <b>GCC17</b> | <b>17. Prices</b>   |
|              | <p>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.</p>   |
| <b>GCC18</b> | <b>18. Contract amendment</b>   |
|              | <p>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.</p>  |
| <b>GCC19</b> | <b>19. Assignment</b>   |
|              | <p>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.</p>  |
| <b>GCC20</b> | <b>20. Subcontract</b>  |
|              | <p>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</p>  |

|              |   |
|--------------|---|
| <b>GCC21</b> | <b>21. Delays in supplier's performance</b>   |
|              | <p>21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p> |
| <b>GCC22</b> | <b>22. Penalties</b>  |
|              | <p>22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>  |

|              |   |
|--------------|---|
| <b>GCC23</b> | <b>23. Termination for default</b>  |
|              | <p>23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <p>23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,</p> <p>23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>23.1.3 if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p> <p>23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.</p> <p>23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.</p> |

|              |   |
|--------------|---|
|              | <p>23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>23.6.1. the name and address of the supplier and / or person restricted by the purchaser;</p> <p>23.6.2. the date of commencement of the restriction</p> <p>23.6.3. the period of restriction; and</p> <p>23.6.4. the reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p> |
| <b>GCC24</b> | <b>24. Anti-dumping and countervailing duties and rights</b>  |
|              | <p>24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.</p>   |
| <b>GCC25</b> | <b>25. Force Majeure</b>  |
|              | <p>25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p>  |

|              |  |
|--------------|--|
|              | <p>25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>  |
| <b>GCC26</b> | <b>26. Termination for insolvency</b>  |
|              | <p>26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>   |
| <b>GCC27</b> | <b>27. Settlement of disputes</b>  |
|              | <p>27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or Difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5. Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>27.5.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>27.5.2. the purchaser shall pay the supplier any monies due the supplier.</p> |
| <b>GCC28</b> | <b>28. Limitation of liability</b>   |
|              | <p>28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>28.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>   |

|              |  |
|--------------|--|
| <b>GCC29</b> | <b>29. Governing language</b>  |
|              | 29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.   |
| <b>GCC30</b> | <b>30. Applicable law</b>  |
|              | 30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.  |
| <b>GCC31</b> | <b>31 Notices</b>  |
|              | <p>31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.</p> <p>31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>   |
| <b>GCC32</b> | <b>32. Taxes and duties</b>  |
|              | <p>32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the SIU must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services</p>   |
| <b>GCC33</b> | <b>33 National Industrial Participation (NIP) Programme</b>  |
|              | 33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.  |
| <b>GCC34</b> | <b>34. Prohibition of restrictive practices</b>  |
|              | <p>34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, service providers, or a decision by an association of service providers, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> |

|                  |   |
|------------------|---|
|                  | <p>34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</p> |
| <b>BID SCC 1</b> | <b>1. Delivery and Documentation</b>  |
|                  | <p>1.1. The SIU representative verifies both delivery and performance prior to signing a certificate of delivery of service evidencing such performance.</p>  |
| <b>BID SCC 2</b> | <b>2. Incidental Services</b>   |
|                  | <p>Additional incidental services could consist of the following:</p> <p>2.1. The SIU may procure additional consulting services from the successful bidder during the implementation period as well as after the implementation period has lapsed.</p>   |

|                  |   |
|------------------|---|
| <b>BID SCC 3</b> | <b>Method and conditions of Payment</b>   |
|                  | <p>3.1. The SIU only settles invoices supported by signed verification of delivery of services.</p> <p>3.2. The service provider submits the above invoices to the to the respective finance unit.</p> <p>3.3. The SIU does not settle invoices for services not yet rendered.</p> <p>3.4. Payment is made in the South African Rand.</p>   |
| <b>BID SCC 4</b> | <b>Prices</b>   |
|                  | <p>4.1. Applications for price adjustments must have the documentary support for such adjustments. Price adjustments will only apply once the SIU has approved the application in writing.</p> <p>4.2. Where Cost Price Adjustments (CPA) are applicable and justifiable, the bidder must declare this in the SBD3.2 for these to apply.</p> <p>4.3. Incidental services that are not specified in the SBD3.2 are adjusted as set out in clause GCC13.2</p> <p>4.4. Contract management verifies all cost adjustment applications prior to giving approval.</p> |
| <b>BID SCC 5</b> | <b>Intellectual property provided in the bid invitation</b>   |
|                  | <p>5.1. The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation and goods provided by the SIU to the Bidder, both successful and unsuccessful, remain the property of the SIU.</p>  |
| <b>BID SCC 6</b> | <b>Intellectual property contained in the deliverables</b>  |
|                  | <p>6.1. The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation and goods required as part of the delivery to the SIU reside with the SIU.</p>  |
| <b>BID SCC 7</b> | <b>Third Party Warranty</b>   |
|                  | <p>7.1. Where the contracted party sources goods or services from a third party, the contracted party warrants that all financial and supply arrangements are agreed between the contracted party and the third party.</p>  |
| <b>BID SCC 8</b> | <b>Third Party Agreements</b>   |
|                  | <p>8.1. No agreement between the contracted party and the third party is binding on the SIU.</p>  |



**BIDDERS DETAILED RESPONSE TO A RFQ WILL FORM PART OF THE 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.

My offer to a service provider on the SIU’s panel of experts 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.

The following documents are deemed to form, and be read as part of this bid.

|   |  |
|---|--|
| 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) providing for hourly rates applicable to available resources of the service provider |
|   | 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 BBEE certificate |  |
| Declaration of Bidder’s past SCM practice (SBD 8)   | Conditions of contract as set out in this document (GCC)   |
| NIPP Obligations (SBD 5) where applicable   | Local Content Certification (SBD 6.2) where applicable   |

I confirm that I have satisfied myself as to the correctness and validity of my bid. I accept that any mistakes will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.

I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other Bid.

I certify that the information furnished in these declarations (SBD4, SBD6.1, SBD8, SBD9) is correct and I accept that the SIU may reject the Bid or act against me should these declarations prove to be false.

I confirm that I am duly authorised to sign this offer/ bid response.

|                  |  |
|------------------|--|
| NAME (PRINT)     |  |
| CAPACITY         |  |
| SIGNATURE        |  |
| DATE             |  |
| <b>Witness 1</b> |  |
| NAME             |  |
| SIGNATURE        |  |
| DATE             |  |
| <b>Witness 2</b> |  |
| NAME             |  |
| SIGNATURE        |  |
| DATE             |  |