

APPOINTMENT OF A PANEL OF CLOSE ARMED PROTECTION SERVICES ON AN “AS-AND-WHEN
REQUIRED” BASIS FOR A PERIOD OF 36 MONTHS



SIU SA

STRIKING AGAINST CORRUPTION

INVITATION TO BID (SBD 1)

on procurement requirements

2023

You are hereby invited to bid for the following specified supply requirements.

Bid Number	RFP: 016/11/2023 ERM	
Project Name	APPOINTMENT OF A PANEL OF CLOSE ARMED PROTECTION SERVICES ON AN “AS-AND-WHEN REQUIRED” BASIS FOR A PERIOD OF 36 MONTHS.	
Issue Date	21 November 2023	
Closing Date and Time	13 December 2023 @ 11:00am	
Non - Compulsory briefing session	30 November 2023 @ 11:00am The briefing session will be held on digital platform - to access the link, please access the Special Investigating Unit (“SIU”) website, and go to the Supply Chain Management tab, the link will be published there. SIU website: www.siu.org.za	
Contract Period	THREE (3) YEARS	
Bid Description		
APPOINTMENT OF A PANEL OF CLOSE ARMED PROTECTION SERVICES ON AN “AS-AND-WHEN REQUIRED” BASIS FOR A PERIOD OF 36 MONTHS.		
Bidders must sign the last signature page of the SBDs form validating all documents included in the response to this invitation.		
The successful bidder will sign the written Contract Form (SBD 7) with the SIU once the delegated authority has approved the award of the contract.		
Bidder’s name:		
National Treasury Central supplier database (CSD) number:	MAAA	
B-BBEE level	Level:	
Bidder’s contact details:	Tel/mobile:	
	Email:	
Preferential procurement system applicable:	80/20	
Validity period from date of closure:	120 days	

Bid documents are to be deposited in the bid/tender box at the SIU head offices:	
And addressed as follows: Special Investigating Unit (SIU)	1st Floor 74 Watermeyer Street Rentmeester Building Meyers Park Pretoria, 0184
The bid should be deposited inside the designated bid box before the closing date and time, failure will result in disqualifications. Bids are not to be delivered to any other SIU office but for the above address.	
Bidders are required to clearly state the Bid Name, Bid Number and Bidder's (organization) Name, Postal Address, Contact Name, Telephone Number, and email address.	

Note: The closing time is as per the clock watch at the SIU reception. Time in this bid is based on 24 hours clock system.

Bidders must ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. Bidders must ensure that they sign off the submission register at the SIU's reception when delivering their proposal. Failure to sign the bid may result in the bid being disqualified/disadvantaged. Bidders must advise their respective couriers/drivers of the above instruction(s) to avoid misplacement of bid.

For those that prefer to use post office, they are required to follow up and to make sure that the bid is received and deposited in the tender box on or before the closing date and time.

Bidders are required to deliver their bid to the correct address timeously in order for the SIU to consider it. The SIU will not consider the bids received later than stipulated closing date and time.

Late bids will be returned to the bidder/not accepted at all.

Bidders must submit their bid response on the official bid invitation forms **NOT TO BE RE- TYPED** with additional information provided on attached supporting schedules. The SIU provides the checklist "Returnable Documents" at the end of the bid invitation of all required documentation with certain documentation mandatory for entering the evaluation phase.

Non-submission of these marked documents on Table 1 will lead to disqualification of the bidder.

Bid Opening Procedure

There will be a public bid opening of the bids received on Bid Box after the closing and time, 11h00am. The bidder's name and B-BBEE status level will be read out to those who are present and, same information will be published on the SIU website (www.siu.org.za).

The bidders' proposal should be marked with the Bid number, Project name and Bidder's name. The financial offer will not be part of the bid opening.

Rejection of Bids

SIU reserves the right to reject submitted proposal if deemed necessary. Should it be discovered by the SIU that the bidder did not act in good faith and/or has provided incorrect/false information and/or has in general declared incorrectly/falsely, SIU reserves the right to disqualify or reject the bid and to take any further action deemed necessary in such circumstances.

- The SIU reserves the right to disqualify a bid proposal if the bidders' proposal is not compliant with the scope of work/terms of reference,
- The bidder is subjected to due-diligence process which includes, screening, vetting, and/or any best practice that may subject SIU to comply including its Policies and Procedures.
- The SIU reserves the right to disqualify a bid if the bidder fails to provide reasonable request (s) within reasonable timelines this includes the set deadline per request,
- Bid rigging/collusive behaviour by the bidder will result in disqualification. A bidder is not permitted to submit proposal from more than one registered company with a common director/shareholder.
- This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations - 2022.
- This bid is subject to the General Conditions Contract (GCC) and Special Conditions Of Contract (SCC) as stipulated in this invitation.
- By signing and submitting this Bid, the SIU accepts that the Bidder has read and accepted these Conditions of Contract.

Registration on the Central Supplier Database (CSD):

- The bidder must register on the National Treasury's Central Supplier Database in order to do business with an organ of state or for the SIU to award a bid or contract. Registration on the CSD (www.csd.gov.za) provides a bidder with an opportunity to do business with all state organisations including provincial and municipal levels.

National Treasury Contact Details: 012 406 9222 or email <mailto:csd.support@treasury.gov.za>

<u>Set of BID documents required</u>	
Number of ORIGINAL documents for contract signing	1
<p>Bidders must submit the bid in a hard copy format (paper document) to the SIU. The hard copy of these original sets of bid documents serves as the legal bid contract document and the master record between the bidder and the SIU. The bidder is required to attach originals or certified copies of any certificates stipulated in this document to these original sets of bid documents.</p> <p>Any discrepancy between the evaluation copies and the master (original) record, the master record will supersede the copy (s). Any discrepancy between the original sets deposited to the SIU and that kept by the bidder, the original set deposited with the SIU is the master contract for both parties.</p>	
Number of EVALUATION copy:	2
<p>Bidders must mark documents as either "Original" or "Copy for evaluation" and number all pages sequentially. The bidder is required to group documents into "PROPOSAL" and "PRICING" Sections</p>	
Two envelope system required	Yes
<p>The objective of the exercise is to evaluate the Proposals Section without reference to the Price Section ensuring both sections are evaluated fairly and in an unbiased manner.</p> <p>The first envelope holds all documents excluding the SBD3.1 and detailed supporting pricing documentation. The second envelope holds the SBD3.1 and the detailed supporting pricing documentation. (An outer envelope encloses both envelopes that have the envelope addressed as stated in this document.)</p>	

The SIU will only open the proposal (technical functionality) – the first envelope – at the evaluation stage and only will open the pricing – the second envelope – for those bidders who meet the predefined functionality threshold at the proposal evaluation.

Enquiries can be directed to the following

Supply Chain Management Enquiries:

All enquiries can only be done in writing not later than **12h00pm, 1 December 2023** to

scm@siu.org.za. Consolidated response queries will be uploaded on SIU's website on the

5 December 2023. www.siu.org.za.

Bidders are not permitted to communicate with any SIU official, except the Supply Chain Management official (s) for anything pertaining to this bid.

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Returnable Document Checklist to Qualify for Evaluation

TABLE A: RETURNABLE DOCUMENTS (M = Mandatory)

(Failure to provide or meet below mandatory requirements will result in disqualification and the bid will not be considered for further evaluation).

Envelope 1

B – BBEE Certificate (South African Companies) or, for companies that have less than R10 million turnover, a sworn affidavit is required. A copy of the template for this affidavit is available on the Department of Trade and Industry website https://www.thedti.gov.za/gazette/Affidavit_EME.pdf (Failure to submit sworn affidavit will result in non-compliance on preference points system)			YES	NO
Signed and completed Procurement Invitation (SBD 1) including the SBD 3.1, 4, 6.1, 6.2 if applicable,		M	YES	NO
Proof of Registration on the Government's National Treasury Central Supplier Database (CSD).		M	YES	NO
RETURNABLE DOCUMENTS		Envelope 2		
Detail pricing in the SBD 3.1 format			YES	NO
Detail price sheets and supporting documents			YES	NO
ADMINISTRATION REQUIREMENTS: TABLE B				
<p>The bidder must comply with the following minimum requirements in order to respond to this RFP. Bidders who are NOT compliant will be disqualified. Proof of registration, with all the under-mentioned relevant Legal Institutions/Authorities must be attached to this Bid as Annexure A. The bidder must demonstrate their capability with regards to the following requirements:</p> <p>Please mark with a cross where applicable</p>				
Item	Description	Comply	Not Comply	Comment
1.	Company must have a valid Private Security Industry Regulatory Authority ("PSIRA") Certificate in the name of the Company and/or Close Corporation as per Industry Circular dated 10 March 2015 issued by the Private Security Industry Regulatory Authority effective from 1 December 2014 (Submit Original or certified PSIRA Certificate of the Company or certified copy).			

2.	Recent Letter of good standing not older than three months from Private Security Industry Regulatory Authority (PSIRA) in the name of the Company and/or Close Corporation: (submit original letter or certified copy)			
3.	All Directors of the Company and/or Close Corporation should be registered with minimum Grade B PSIRA certificate (Submit certified copies of the valid PSIRA Certificate(s)) as per the Industry Circular dated 10 March 2015 issued by the Private Security Industry Regulatory Authority effective from 1 December 2014.			
4.	Minimum of five (5) Close Protectors of the Company and/or Close Corporation should be registered with minimum Grade C PSIRA certificate (Submit certified copies of the valid PSIRA Certificate(s)) as per the Industry Circular dated 10 March 2015 issued by the Private Security Industry Regulatory Authority effective from 1 December 2014.			
5	Proposed closed armed protector responsible for the project must provide valid close Protection certificate (Submit certified copies of the valid Close Protection Certificate(s)). e.g., within six months of the certified date			
6	Valid letter of good standing from Workman's Compensation Commissioner (COIDA) in the name of			

	the Company and/or Close Corporation. The COIDA certificate should indicate the security services as a nature of business. (Submit valid original Letter or certified copy of the original).			
7	Firearms (Handgun) licensed in the name of the legal entity of the service provider or the close armed protector (Submit Certified copy of a valid Firearm licence certificate			
8	The Close Armed Protector must provide Advanced/Offensive/Defensive driving skills in addition to code 8/ K53 (Certified proof must be attached)			
9.	The company must provide the signed undertaking to take out Liability insurance should the winning bidder sign the contract with the SIU			
10.	Firearm Competency Training of the Close Armed Protector. (Attach the certified copies of the valid firearm competency training certificate from SAPS) for the proposed protector			

THE BIDDING PROCESS

This bid is evaluated through a three (03) stage process

Stage 1 – Administrative Compliance requirements are GO/NO GO gates (i.e. may result in bid/proposal rejection or disqualification)

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 by no means indication that the bidder is officially appointed preferred or short-listed.

Bidders reaching the minimum predefined **functionality/quality threshold of 70 points** will be evaluated on Price and Preferences (B-BBEE), stage 3

Stage 3 – Panel inclusion/appointment

Bidders who score minimum **functionality/quality threshold of 70 points** on functionality will - be evaluated on Price and Preferences (B-BBEE).

The SIU intends to appoint a maximum of five (5) bidders on the Panel of Close Protection Services.

As such, the bidders who get to Stage 3 (price and B-BBEE) will be evaluated and ranked and the top five (5) scoring bidders (except where there are reasons for pass-over) will be appointed.

Bid Procedure Conditions:

Counter Conditions

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

Award Criteria

- a) Bid will only be awarded to the bidder who passes SIU's Internal Integrity Unit screening and/or State Security Agency vetting; failure to pass could result in SIU not awarding the bid to a bidder

irrespective of the points scored after the final evaluation.

- b) SIU requires last three (3) years Audited Financial Statement (AFS), If Audited Financial Statements are not available, the bidder should provide justifiable reasons and provide the SIU with a copy of the latest Unaudited AFS/ Management Accounts signed off by the directors/members/ management " certifying accuracy and completeness of the said AFS and
- c) The SIU reserves the right not to award a bid if the bidding entity's financial statements and/or supporting financial information creates doubt to the SIU, in its sole discretion, that the bidder would not be able to meet its short- and longer-term financial commitments.
- d) SIU reserves the right to screen the bidder in terms of its own Internal Integrity Unit (IIU) before appointment, should such screening results have a negative outcome, the SIU reserves the right not to award the bid to the subjected/recommended/highest scoring bidder.
- e) In terms of SIU's procedures, SIU will subject the prospective bidder to vetting process in terms of State Security Agency (SSA), should such vetting results have a negative outcome as per SSA and SIU procedures, SIU reserves the right not to award the bid to the subjected/recommended/highest scoring bidder.

Response Preparation Costs

The SIU is NOT liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site visits/presentations.

Cancellation Prior to Awarding

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

Collusion, Fraud and/or Corruption

Any effort by Bidder(s) to influence the evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.

Fronting

The SIU, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes and where applicable, conduct or initiate the necessary enquiries/investigation, to determine the accuracy of the representation made in the bid documents. Should any of the

fronting indicators as contained in the “Guidelines on complex Structures and Transactions and Fronting”, issued by the Department of Trade and Industry, be established during such inquiry/investigation, the onus will be on the bidder to prove that fronting does not exist. Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies the SIU may have against the bidder concerned.

Confidentiality

The successful Bidder agrees to sign a general confidentiality agreement with the SIU.

Sub-contracting Direct

The SIU does not enter into any separate contracts with a sub-contractor whom an appointed supplier would wish to work with. Bidders are required to indicate on their proposal, if they have any intention to sub-contract. Failure to disclose that, may lead to disqualifications/withdrawal of the contract.

Information Provided in The Procurement Invitation

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

The Bidders Particulars

	Name of Bidder (As stated on the Central Supplier Database registration report)
	Represented By
	Represented By (Optional contact person)
	Physical Address

	Postal Address	
	Telephone Number	
	Cell Phone Number	
	Facsimile Number	
	E-Mail Address	
	VAT Registration Number	
	Total Number of Employees	
	Company Registration Number (If Applicable)	
	Describe Principal Business Activities	
	Type of Company/Firm [Tick Applicable Box]	
	Partnership/Joint Venture/Consortium	
	Close Corporation	
	(Pty) Limited	

	One person business/sole proprietor		
	Company		
	Other		
	Company Classification [Tick applicable box and provide short description]		
	Manufacturer:		
	Supplier:		
	Professional Service Provider:		
	Construction:		
	Logistics:		
	Other:		
	Total Number of Years The Company/Firm Has Been In Business		
	Tax Clearance Compliance		
	The National Treasury Supplier Database (CSD) report reflect an overall Tax Compliant Status.		Yes/No
	Tax Clearance Certificate Expiry date		
	Tax Compliance System Pin Number		
	Supplier Is On The National Treasury's Central Supplier Database		
	Supplier Number	M	Unique Registration Reference Number (36 digit)
	Preference Claim		
	Preference claim form been submitted for your preference points? (SBD 6.1)		Yes/No/NA
	A B-BBEE status level verification certificate must support preference points claimed. Has this been submitted?		Yes/No/NA
	Who issued the B-BBEE certificate [Tick applicable box]		

	A verification agency accredited by the South African Accreditation System (SANAS);	Yes/No/NA
	Affidavit confirming turnover and black ownership or Companies and Intellectual Property Commission Certificate confirming turnover and black ownership certified by the registered Commissioner of Oaths	Yes/No/NA
	Any other requirement prescribed in terms of Broad-Based Black Economic Empowerment	Yes/No/NA
	Are you the accredited representative in South Africa for the goods/services/works offered?	
	YES or NO, If YES enclose proof in an annexure and summarized detail below	

<u>Introduction to the Special Investigating Unit ("SIU")</u>	
	<p>The SIU is an independent statutory body established by proclamation R.118 of 31 July 2001, issued in terms of the Special Investigating Units and Special Tribunals Act No. 74 of 1996 as amended ("the SIU Act"). The purpose of the SIU is to investigate serious malpractices, maladministration, and corruption in connection with the administration of State Institutions, state assets and public money as well as any conduct, which may seriously harm the interest of the public. Furthermore, the purpose of the SIU is to institute and conduct civil proceedings in any court of law or a Special Tribunal in its own name or on behalf of State Institutions.</p> <p>The purpose of this tender is to invite and find suitably qualified service providers to submit proposals for the provision of Close Armed Protection Services for the Special Investigating Unit (SIU).</p>
<u>Contract period.</u>	
	The contract duration is for three (3) years.
NON-COMPULSORY BRIEFING SESSION	
	<p>The non-compulsory briefing session will take place on 30 November 2023 at 11:00 – 12:30. Bidders are requested to attend Briefing session through MS Team in order to ascertain the extend of the service to be rendered. Bidders are urged to forward their email address to: scm@siu.org.za</p>

TERMS OF REFERENCE FOR THE PANEL OF CLOSE ARMED PROTECTION SERVICES

1. PURPOSE

The purpose of this tender is to appoint a panel of suitable, qualified and experienced service providers with requisite knowledge, capacity and expertise to provide Close Armed Protection services for Special Investigating Unit (“SIU”) employees nationally on an “**as-and-when required**” for example “as a result of the risks identified emanating from their employment” for a period of 36 months. Close Armed Protection service must be offered to an employee and their properties.

2. OBJECTIVE

The objective of this panel of Close Armed Protectors is to render protection services to SIU employees without delay should there be a threat detected by the principal (employee) during the investigation. The main objective is to protect the principal (employee) and his or her immediate family.

3. Composition of the SIU

3.1. The Special Investigating Unit consists of one (1) Head Office in Pretoria and **ten (10) provincials offices** as follows:

- I. Gauteng Provincial Office (incorporating Head Office),
- II. Eastern Cape Provincial Office (East London),
- III. Eastern Cape Provincial Office (Mthatha Office),
- IV. Western Cape Provincial Office,
- V. KwaZulu Natal Provincial Office,
- VI. Free State Provincial Office,
- VII. Northwest Provincial Office,
- VIII. Northern Cape Provincial Office,
- IX. Limpopo Provincial Office, and
- X. Mpumalanga Provincial Office.

3.2 Current staff compliments for the SIU

The composition of SIU staff is diverse and complex in nature and includes a variety of skilled and semi-skilled professions including but not limited to forensic lawyers & advocates, forensic investigators, forensic accountants, forensic cyber examiners, forensic data analysts, administration clerks, support staff for Finance, Human Resources, Information Technology, a Project Management Office, Risk and Internal Audit, Communications, and administrative staff. The current organisational structure also allows for 13 Executive

Members (ExCO), including the Head of the Unit.

4. THE SCOPE OF WORK FOR THE BIDDER INCLUDES BUT NOT LIMITED TO THE FOLLOWING:

4.1 Bidders must demonstrate their capabilities and qualifications in rendering and offering the required services as per scope of work. The appointed provincial service provider must be responsible to provide Close Armed Protectors as and when required by the SIU. Close Armed Protection service must be provided to SIU Employees based on the recommendation of a threat and risk assessment report concluded by the relevant authorities. The Close Armed Protector must be responsible to transport the principal from home and to office and perform escort duties.

4.1.1 The project scope is likely to include, inter alia, some or all of the following dependent on the nature of the case;

- 4.1.1.1 Close Armed Protectors with a minimum Grade C to be available for seven days a week (including public holidays);
- 4.1.1.2 Appropriate Firearms to assist in delivering the required services ;
- 4.1.1.2 The removable guard house and chemical toilet facility if applicable;
- 4.1.1.3 Provide base radio and or any means of reliable communication;
- 4.1.1.4 Safety and Protective Clothing, bullet proof vests and reflector jackets must be provided as and when needed, also for the principal and her/his family if required.
- 4.1.1.5 Surveillance and counter-surveillance that identifies and deters potential attackers prior to any attack.
- 4.1.1.6 Planning of daily route to and from the residence or office and or any other venue.

4.2 THE RESPONSIBILITIES OF THE SERVICE PROVIDER

- 4.2.1 The close armed protectors will be required to travel and sleep over in the province and areas, as and when required;
- 4.2.2 The service provider will be expected to cater for enough physical close armed protectors and relievers in the plan;
- 4.2.3 The service providers must be responsible for the removal of the guard hut and mobile toilet facilities upon termination of specific service. The mobile toilets must be maintained and serviced every second day of the week. A register must be kept by the service provider for maintenance of such toilet facilities and must be available upon request by the SIU

- 4.2.4 The service provider will supervise and exercise proper control over its personnel and shall not hold SIU liable for any loss or injury caused to the said personnel. The service provider will seek to resolve any problems relating to its personnel in line with the laws of the country (e.g. Labour Laws).
- 4.2.5 The service provider must implement health and safety measures as per COVID 19 regulations
- 4.2.6 A service provider must be able to render services across South Africa and be able to send close armed protectors to any of the SIU provincial offices and where SIU employees stay.

4.3 THE CLOSE ARMED PROTECTION SERVICES REQUIREMENTS

- Assess level of threats and risks to Principal
- Plan and prepare to protect their clients from physical harm, unwanted attention, or threats of violence
- Liaise and communicate with Principals and senior security manager
- Always establish and maintain secure environments
- Maintain the safety and security of Principals whilst on foot and in transit
- Maintaining security of principal and members of immediate family at the home.
- Use control and restraint to support close protection
- Use physical intervention when necessary to support close protection
- Maintain personal security awareness

4.4 Required competencies of the Close Armed Protectors to include but not limited to the following:

- Respond in medical crisis
- Excellent report writing skills
- Analytical and diagnostic ability relevant to the security assessment before and during the delivery of the service
- Negotiation and conflict resolution
- Ability to actively analyse all critical and threatening situations
- Active thinking, critical analysis and communication skills
- Excellent vision and hearing
- Appropriate physical fitness
- To respect confidentiality
- React speedily when under pressure or threat
- Advanced driving skills with relevant courses to support
- Grade 12 (National senior certificate)
- Grade C (PSRA certificate);

- Proficiency with firearms
- Valid driver's licence

5. CLOSE ARMED PROTECTOR OPERATION MANAGEMENT EXCELLENCE

5.1 All shifts are 12-hour shifts interchangeably.

5.2 Depending on the SIU needs and threat report some shift maybe less than 12 hours

5.3 The one shift will take over from the other at any specific station to ensure continued surveillance/control.

5.4 Service provider must keep Occurrence Book (OB) for the recording and reporting of any incidents to the Senior Manager Security Services.

6. LOCATION OF SERVICES

6.1 The close armed protectors will be expected to travel between SIU national offices and provinces as indicated on paragraph 3 under Composition of SIU and other areas as required by the principal.

7. EXPECTED OUTCOMES AND DELIVERABLES

7.1 Submit weekly and monthly security reports to the Senior Manager Security Services detailing threats, challenges and successes whilst rendering the services for each project.

7.2 The service is on an “**as-and-when required**” and appointment periods may vary depending on the duration of the threat

7.3 The expected outcomes and deliverables will be determined on a project-by-project basis based on the needs.

8. COMPANY LIABILITY INSURANCE

The service provider(s) must, take out sufficient insurance against claims, costs, loss of life, injury to the third party and/or damage to movable or immovable property ensuring from their obligations and shall ensure that such insurance remains operative for the duration of this agreement. The minimum amount of R5 000 000. 00 (five million rands) per service provider.

9. INDEMNITY INSURANCE

- 9.1 The SIU does not assume responsibility for those inherent risks which may cause unfortunate accidents or incidents during the normal inherent working conditions close armed protectors.
- 9.2 The SIU will not be held responsible for injury, death, damage, loss, delay, cost, expense, or inconvenience arising from incidences associated with the inherent working conditions beyond our control;
- 9.3 Failure by the preferred bidder to supply the required services may result in the contract being nullified;

BID DETAILS

A. CODE OF PROFESSIONAL ETHICS

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

- a) Professionalism and Diligence: Service providers/professionals shall, at all times, demonstrate a commitment to professionalism and diligence in the performance of their duties;
- b) Legal & Ethical: Service providers/professionals shall not engage in any illegal or unethical conduct, or any activity which would constitute a conflict of interest;
- c) 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) Act with circumspection and treat the SIU fairly in a situation of conflicting interest(s);
- ee) Comply with all applicable statutory or common law requirements applicable to the services;
- ff) Make adequate disclosures of relevant material information including disclosures of actual or potential

- interests, in relation to dealings with the SIU;
- gg) Avoid fraudulent acts and misleading advertising, canvassing and marketing;
 - hh) Conduct its business activities with transparency and consistently upholding the interest and needs of the SIU as a client before any other consideration; and
 - ii) 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 reaching 70 minimum points threshold on functionality will proceed to the next stage of Price and Preferences (B-BBEE) evaluation and the shortlisted bidders will be included in the panel of close armed protection services for a period of 36 months.
- b) The selection of service providers from the panel will be done strictly on rotational. The contracting of service providers for a specific work assignment will be facilitated by the Supply Chain Management (SCM).
- c) 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.
- d) 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.
- e) Bidders shall be required to be competent and experienced in all aspects related to a specific area of specialization, unless SIU in its sole discretion deems it necessary to deviate from this requirement.
- f) 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 SIU's Supply Chain Management Department. No other communication in any form from any other official shall constitute a valid appointment to the Panel.
- g) 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 SIU's Key Personnel together with a reference number confirmed by SIU's Supply Chain Department. No other communication in any form from any other official shall constitute a valid brief.
- h) SIU seeks the services of appropriately professional with suitable experience to render specialized services which are not available in-house, on an **"as-and-when required"** and rotational 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 firm's location.

- i) Request for quotes may be required based on the service required during the duration of the contract.
- j) SIU may withdraw a bidder from the appointed panel or a provider requesting to be removed, Due to poor performance.
- k) Bidders who score the minimum threshold of 70 points on functionality will be evaluated on price and B-BBEE.
- l) This is a non-exclusive panel and 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
- c) Price on the quotations for a specific assignment will be utilized in the evaluation process to determine the successful service provider;
- 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;
- 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;
- f) Resources indicated in the RFQ will be interviewed for suitability and determination of capability to assist the SIU;
- g) RFQ's received will be evaluated based on the 80/20 (B-BBEE score and price) depending on the anticipated value of the services required;
- h) The SIU reserves the right to negotiate hourly charge-out rates/quotes submitted by bidders;
- i) An order is then issued to the successful bidder(s) from the panel; and
- j) A contract concluded.

FINANCIAL TERMS

The SIU is a public entity and as such the terms of payment are thirty days (30) days from date of receipt of a valid invoice. Therefore, the Service Provider should demonstrate that they are in a stable financial position in order to undertake this project.

METHOD OF EVALUATION CRITERIA

The SIU promotes the concept of “best value” in the award of contracts, as opposed to merely looking for the cheapest price, which does not necessarily provide the best value. Best value incorporates the expertise, experience and technical proposal of the organization and individuals who will be providing the service and the organizational 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 Preferential Regulation 2022, SIU’s Supply Chain Management Policies and National Treasury Practice and instruction note (s).

In determining a winning competitive bid, points must be calculated and given to respective bidders. 80 points are allocated towards price. 20 points are allocated towards bidders who assist in meeting the SIU’s specific goals. The extent to which a bidder is able to assist the SIU in achieving its specific goals, which include the promotion of historically disadvantaged individuals, will be calculated in terms of: In addition, the following specific goal will earn an additional two (2) points: More than 50% Black owned shareholding.

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

The procedure for the evaluation of responsive bids is functionality (quality) and Price, special goal, and Preferences. The evaluation of the bids will be conducted as follows:

- **Stage 1:** 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:**
The first assessment of quality will be done in terms of the evaluation criteria, and the minimum threshold of 70 points. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation and will not be included on stage 3 of the bid.
- **Stage 3 – Price and Preferences (B-BBEE)**
Bidders who score minimum **functionality/quality threshold of 70 points** on functionality will be evaluated on Price and Preferences (B-BBEE) the shortlisted bidders (maximum of top five

	(5) scoring bidders) will be included in the panel of close armed protection services will be included on the panel of professional services experts.
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SIU REQUIREMENTS FOR EVALUATION PURPOSES

ADMINISTRATION AND EVALUATION CRITERIA

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

- Phase 1: Administrative Requirements; (bidders who qualify or meet all bid requirements will proceed to next phase);
- Phase 2: Functionality (minimum score of 70 points to proceed to phase 3); and
- Phase 3: Price and Preferences (B-BBEE) and shortlisted bidders will be included in Panel of experts.

PHASE 1: ADMINISTRATIVE REQUIREMENTS.

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

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

PHASE 2: FUNCTIONALITY

- a) Scores will be tabulated to 100 points. Respondents must score 70 points and above to be assessed on their financial offer and preference score.
- b) The evaluation of service provider's responses will be based on the following criteria;
- c) **NB:** Bidders are advised that any proposal of specification regarding items are legal binding and bidders will be required to fulfil the proposed amendment or adjustment.

Table 1: Summary of evaluation criteria

No	Description	Maximum points
1	Company Bidder's experience	30
2	Experience of Close Armed Protector	30
3	First Aid Training	20
4	Reliable means of Communication	20
Total points		100

Table 2: Technical Evaluation Criteria

No	EVALUATION CRITERIA	DOCUMENTS TO BE EVALUATED	SCORING CRITERIA	MAXIMUM POINTS
1	Company Bidder's Experience (Years) The Service Provider must demonstrate relevant experience in Close Armed Protection services, not just general security services.	<u>Reference Letters</u> Criteria of Reference Letters: 1. Reference Letter must be on the Client letterhead and ; 2. Description of Service Provided and ; 3. Dates when services were delivered/Duration of the contract.	Less than 1 year or letters not meeting the reference letter criteria set = 0 1 to 2 years = 5 >2 to 3years = 15 >3 to 5 years = 25 >5 years = 30	30
2	Years of Experience of Close Armed Protector The service provider must demonstrate that the Close Armed Protector responsible for the project has relevant experience	<u>Concise CV of Close Armed Protector</u> <ul style="list-style-type: none"> At least one (1) CV If submitted more than one CV, the bidder must indicate the name of the close protector to be evaluated. The CV must have at least one (1) contactable reference 	Less than 1 year = 0 1 to 2 years = 5 >2 to 3 years = 15 >3 to 4 years = 25 >4 years = 30	30
3	First Aid Training The Close Armed Protector must demonstrate First Aid competency skills	Valid certified certificate for First Aid Training	No certificate - 0 Certified certificate for First Aid with Level 1 = 5 Certified certificate for First Aid with Level 2 and above = 20	20
4	Reliable means of Communication The Service Provider must demonstrate reliable means of Communication. NB: The means of communication should be able to reach and monitors the location of the specified site	Copy of valid contract for Cell phone/Radio with GSM connectivity	No valid contract for Cell phone/Radio with GSM connectivity in the name of the bidder =0 Valid contract for Cell phone / Radio with GSM connectivity = 20	20

	(as per the SIU's specification) where the close protectors are deployed.			
MINIMUM THRESHOLD				70
TOTAL				100
<p><u>Phase Three:</u></p> <p>This phase will only be conducted to the bidders who scored minimum of 70 points under Phase Two. Bidders must obtain a minimum of 70 points to go to the next stage of Price and preference (b-BBEE) and be included in the panel.</p> <p><u>The SIU intends to appoint a maximum of five (5) bidders on the Panel of Close Protection Services.</u> As such, the bidders who get to Stage 3 (price and B-BBEE) will be evaluated and ranked and the top five (5) scoring bidders (except where there are reasons for pass-over) will be appointed.</p>				
PRICING DETAIL				
<p>SBD 3.1 OFFER TO BE VALID FOR 120 DAYS FROM 13 <u>DECEMBER 2023</u> (THE CLOSING DATE OF BID).</p> <p>For the purposes of this bid the following maximum rates must be provided on table 4:</p> <ul style="list-style-type: none"> • Daily rate (12hour day) for Close Armed Protector • Night rate (12hour night) for Close Armed Protector • Where applicable, less than 12 hours, hourly rate on the basis of hours • Where applicable daily rate for Toilet and Guard Hut hire will fall under disbursement • Where travel is billable travel cost disbursement (s) will be limited to AA rates • The SIU will cover the direct actual travel cost <p>Based on the scope of work outlined in terms of reference, give a specific pricing breakdown for the three (3) year contract and include the pricing for all the items/equipment charged for in the breakdown. Wages/salaries must meet a minimum sectorial wage determination set by PSIRA each year. As the increases are not known in advance for years two to three, it is advisable to include estimated percentage(%) increase per year for bidding purposes only. Increases in wages and salaries will only be in accordance with the sectoral wage determination formula and must be</p>				

furnished under Table 4. Bids indicating wages/salary levels below the minimum levels set by PSIRA for the first year will be disqualified.

Pricing Detail 2

SBD 3.1 - Pricing Schedule for the Duration of the Contract

NOTE

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

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

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

Price quoted is fully inclusive of all costs including delivery to the specified SIU Business Unit geographical address and includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions, and skills development levies.

Detailed information i.e., costed bill of quantities is optional and is provided as annexure to the details provided

The SIU accepts no changes, extensions, or additional ad hoc costs to the pricing conditions of the contract once both parties have signed the contract.

The amount should be inclusive of rates and taxes

Schedule of Prices shall be completed and signed in black ink. Corrections must be done by deleting, rewriting, and initialling next to the amendment. No correction ink is permitted in the document.

Guarantees, warranties and replacement must be included

Pricing is subject to the addition of Preference Points as stipulated in below – Standard Bidding Document 6.1 Preference claim form.

WHERE QUANTITIES AND/OR SERVICES ARE REQUIRED AS AND WHEN NEEDED, THE ESTIMATION PRICE MODEL BELOW APPLIES (THE QUANTITIES PROVIDED ARE FOR QUOTING PURPOSES ONLY)

The SIU utilises the following price model to model the elements that are not certain at time of pricing to allow for a fair, comparable, and objective price competition leading to the award of this contract. The actual usage during the management of the contract determines the final contract value.

HOURLY RATE PRICE IN RSA RAND (ALL APPLICABLE TAXES INCLUDED)

Foreign exchange risk is for the account of the Bidder

Pricing Schedule Template (on following page):

SBD 3.1

Name of bidder: _____

Bid number: **RFP:016/11/2023 ERM**

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.

The bidder must provide the indicative annual rates of the Close Armed Protector services for the duration of the contact including the estimated rate of percentage(%) increase per if any applicable.

PRICING SCHEDULE TEMPLATE

The pricing is as per the deliverables indicated on the Terms of the References section)

Bidders must provide all-inclusive prices where applicable:

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

(NB: This section must only be included in the pack marked “Original” and not in any of the copies)

Table 4: PART A

Pricing Schedule

Cost Description	Quantity	Rate per hour	Vat	Total cost
Basic monthly cost of Grade C for Close Armed Protector	1			R

TABLE 4: PART B

Bidders are requested to indicate the day shift rate yearly increase for close armed protector services costing per 8-hour shift estimated percentage (%) per annum

Grade	Year 1 Day Shift rate including VAT	Year 2 Day Shift rate including VAT	Year 3 Day Shift rate including VAT
Grade C for Close Armed Protector	R	R	R

Preference Points Claimed (SBD 6.1)

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

	c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received																										
S	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.																										
	<p>The maximum points for this tender are allocated as follows:</p> <p>Table1</p> <table> <tr> <th></th><th>POINTS</th></tr> <tr> <td>PRICE</td><td>80</td></tr> <tr> <td>B-BBEE STATUS LEVEL OF CONTRIBUTOR</td><td>18</td></tr> <tr> <td>SPECIFIC GOALS</td><td>2</td></tr> <tr> <td>Total points for Price and SPECIFIC GOALS</td><td>100</td></tr> </table>		POINTS	PRICE	80	B-BBEE STATUS LEVEL OF CONTRIBUTOR	18	SPECIFIC GOALS	2	Total points for Price and SPECIFIC GOALS	100																
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PRICE	80																										
B-BBEE STATUS LEVEL OF CONTRIBUTOR	18																										
SPECIFIC GOALS	2																										
Total points for Price and SPECIFIC GOALS	100																										
	Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.																										
	The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.																										
	<p>POINTS AWARDED FOR SPECIFIC GOALS</p> <p>In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:</p> <table> <tr> <th>B-BBEE Status Level of Contributor</th><th>Number of Points</th></tr> <tr><td>1</td><td>18</td></tr> <tr><td>2</td><td>14</td></tr> <tr><td>3</td><td>12</td></tr> <tr><td>4</td><td>10</td></tr> <tr><td>5</td><td>8</td></tr> <tr><td>6</td><td>6</td></tr> <tr><td>7</td><td>4</td></tr> <tr><td>8</td><td>2</td></tr> <tr><td>Non-compliant contributor</td><td>0</td></tr> <tr><td>Additional Specific goal</td><td></td></tr> <tr><td>More than 50% Black ownership</td><td>2</td></tr> <tr><td>Total Number of Possible Points</td><td>20</td></tr> </table>	B-BBEE Status Level of Contributor	Number of Points	1	18	2	14	3	12	4	10	5	8	6	6	7	4	8	2	Non-compliant contributor	0	Additional Specific goal		More than 50% Black ownership	2	Total Number of Possible Points	20
B-BBEE Status Level of Contributor	Number of Points																										
1	18																										
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3	12																										
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6	6																										
7	4																										
8	2																										
Non-compliant contributor	0																										
Additional Specific goal																											
More than 50% Black ownership	2																										
Total Number of Possible Points	20																										
	3.1. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if																										

it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- (c) then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

The preference points evaluation of the responsive bids will be evaluated in terms of the 80/20 preference points systems, where the 80 points will be used for price and the 20 points (including the specific goal) will be awarded to a bidder for attaining the B-BBEE status level of contributor.

Table 2: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

Table:2

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed. (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
More than 50% Black ownership		2		

DECLARATION WITH REGARD TO COMPANY/FIRM

3.2. Name of company/firm.....

3.3. Company registration number:

3.4. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation

- ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

3.5. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process.
 - (b) recover costs, losses, or damages it has incurred or suffered as a result of that person's conduct.
 - (c) 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.
 - (d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

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

<u>Due Diligence Requirements</u>	
Written References from South African Revenue Services for either companies not registered in South Africa or do not have a local registered subsidiary	
<p>Bidder is required to provide evidence of good standing with their tax office (overseas and local).</p> <p>Where the bidder is a South African citizen and meets the threshold for tax registration, the Central Supplier Database registration provided the verification of the bidder's tax status. Foreign bidders, where they have a South African legal registered entity, must comply with this requirement.</p> <p>Where the foreign bidders do not have a South African legal entity, they are exempt from this requirement. For due diligence, where their country of residence has the same requirement of tax status, a copy of that certificate should be provided.</p>	
DECLARATION	
<p>I, the undersigned (NAME)..... certify that the information furnished above is correct.</p> <p>I accept that SIU may reject the bid or act against me in terms of Paragraph 23 of the General Conditions of Contract should this declaration prove to be false.</p> <p>.....</p> <p>Signature Date</p> <p>.....</p> <p>Position Name of bidder</p>	

SBD 4 - BIDDER'S DISCLOSURE	
<p>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.</p> <p>Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.</p>	
Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest ¹ in the enterprise, the power, by one	YES/NO

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

<p>person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise employed by the state?</p>																							
<p>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.</p> <table border="1"> <thead> <tr> <th>Full Name</th> <th>Identity Number</th> <th>Name of State institution</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>			Full Name	Identity Number	Name of State institution																		
Full Name	Identity Number	Name of State institution																					
<p>Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?</p> <p>If so, furnish particulars:</p> <p>.....</p> <p>.....</p>		YES/NO																					
<p>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?</p> <p>If so, furnish particulars:</p> <p>.....</p> <p>.....</p>		YES/NO																					
<p>1. DECLARATION</p> <p>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:</p> <p>1.1. I have read and I understand the contents of this disclosure.</p> <p>1.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.</p>																							

- 1.3. 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 consortium² will not be construed as collusive bidding.
- 1.4. 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.
- 1.5. 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.
- 1.6. 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.
- 1.7. 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

² 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.

DECLARATION	
<p>I, the undersigned (NAME)..... certify that the information furnished above is correct.</p> <p>I accept that SIU may reject the bid or act against me in terms of Paragraph 23 of the General Conditions of Contract should this declaration prove to be false.</p>	
..... Signature Date
..... Position Name of bidder

<u>Special Conditions for Managing Contractual Obligations</u>	
	<ol style="list-style-type: none"> 1. Contract Management <ol style="list-style-type: none"> 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 <ol style="list-style-type: none"> 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 <ol style="list-style-type: none"> 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 <ol style="list-style-type: none"> 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): <ol style="list-style-type: none"> 4.3.1. Purchase Order Number 4.3.2. Contract Number 4.3.3. Quantity

	<p>4.3.4. Description of the required procurement. Where detailed, reference must be made to the relevant technical document attached.</p> <p>4.3.5. Catalogue number if applicable.</p> <p>4.3.6. Unit price per this contract.</p> <p>4.3.7. Delivery Date.</p> <p>4.3.8. Business unit code; and</p> <p>4.3.9. The specific delivery site.</p> <p>5. Communicating where incidental services are required as listed in this document</p> <p>5.1. Incidental services are specified in the incidental services clause.</p> <p>5.2. Incidental services are priced in accordance with the incidental clause where such prices have not been set in the SBD form.</p> <p>6. Performance Management</p> <p>6.1. The SIU measures performance throughout the contract life.</p> <p>6.2. The SIU has regular performance review with the contractor.</p> <p>6.3. Where severe non-performance occurs will terminate the contract earlier in Consultation with the contractor.</p> <p>7. Payment Terms</p> <p>7.1. In practice, the SIU has been paying invoices within 30 days, where there are no queries on invoices.</p>
	CONTRACTED BIDDER
	<p>1. Managing the Contract</p> <p>1.1. The contracted party manages this contract fairly and objectively in accordance with the terms and conditions set out in this document.</p> <p>2. Contract Manager</p> <p>2.1. The contracted party appoints a contract manager and notifies the SIU in writing of the name and contact details of the appointed contract manager.</p> <p>3. Communication</p> <p>3.1. The contracted party communicates in writing and through email.</p> <p>3.2. The contracted party always state the contract number on communication, documentation such as correspondence, purchase orders issued, etc. and will not act upon any communication without the contract number or must verify such communication with the SIU prior to acting upon it.</p> <p>4. Managing Stages (if applicable), Delivery Scheduling (if applicable), Milestones (if applicable)</p> <p>4.1. Where different stages apply, the contracted party communicates in writing the commencement of the stage to the SIU.</p> <p>5. Health and Safety Requirements</p> <p>5.1. In terms of the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations), the contracted supplier is responsible for the health and safety of its employees and those other people affected by the operations of the supplier.</p>

	<p>5.2. The contracted supplier ensures all work performed and/or equipment used on site complies with the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations).</p> <p>5.3. To this end, the contracted supplier shall make available to SIU the valid letter of good conduct and shall ensure that its validity does not expire while executing this bid.</p> <p>5.4. [NOTE TO PREPARERS:] Additional Health and Safety documentation can be required prior to commencement of the contract but mentioned at the bid stage. These include SHE Plan (Safety, Health, and Environment Plan); SHE File which contains the names of people assigned for Safety responsibilities and their certificates, this may also include information regarding the organisational safety hierarchy – line of command, and contingency plans.</p>		
	SERVICE PERFORMANCE LEVELS (MANDATORY)		
	Service being Measured	Measurement	Maximum level
	Conformance to specifications	Technical Specification	Minimum conformance to the SIU requirements as detailed in Evaluation Criteria
	<u>General Contract</u>		
	<p>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.</p>		
GCC1	1. Definitions - The following terms shall be interpreted as indicated:		
	<p>1.1. “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2. “Contract” means the written an agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3. “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4. “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6. “Country of origin” means the place where the goods were mined, grown, or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of</p>		

	<p>components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7. "Day" means calendar day.</p> <p>1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.</p> <p>1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.</p> <p>1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p> <p>1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.</p> <p>1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p>
	<p>1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the bidder of the benefits of free and open competition.</p> <p>1.14. "GCC" means the General Conditions of Contract.</p> <p>1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.</p> <p>1.18. "Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value- adding activities.</p> <p>1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20. "Project site," where applicable, means the place indicated in bidding documents.</p> <p>1.21. "Purchaser" means the organization purchasing the goods.</p> <p>1.22. "Republic" means the Republic of South Africa.</p> <p>1.23. "SCC" means the Special Conditions of Contract.</p> <p>1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening,</p>

	<p>security, maintenance, and other such obligations of the supplier covered under the contract.</p> <p>1.25. Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
GCC2	2. APPLICATION
	<p>2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2. Where applicable, special conditions of contract are also laid down to, cover specific supplies, services or works.</p> <p>2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
GCC3	3. General
	<p>3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2. With certain exceptions (National Treasury’s eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p>
GCC4	4. Standards
	<p>4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
GCC5	5. Use of contract documents and information
	<p>5.1. The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2. The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so, required by the purchaser.</p>

	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.
GCC6	6. Patent rights
	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.
GCC7	7. Performance security
	<p>7.1. Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>7.3.2. a cashier's or certified cheque</p> <p>7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
GCC8	8. Inspections, tests, and analyses
	<p>8.1. All pre-bidding testing will be for the account of the bidder.</p> <p>8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the SIU or an organization acting on behalf of the SIU.</p> <p>8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4. If the inspections, tests, and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p>

	<p>8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests, or analyses shall be defrayed by the supplier.</p> <p>8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p>
	<p>8.7. Any contract supplies may on or after delivery be inspected, tested, or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
GCC9	9. Packing
	<p>9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.</p>
GCC10	10. Delivery and Documentation
	<p>10.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.</p> <p>10.2. Documents to be submitted by the supplier are specified in SCC.</p>
GCC11	11. Insurance

	11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
GCC12	12. Transportation
	12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
GCC13	13. Incidental services
	<p>13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods.</p> <p>13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods.</p> <p>13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.</p> <p>13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</p> <p>13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</p> <p>13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p>
GCC14	14. Spare parts
	<p>14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <p>14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and,</p> <p>14.1.2. in the event of termination of production of the spare parts:</p> <p>14.1.2.1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>14.1.2.2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
GCC15	15. Warranty

	<p>15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p>
	<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>
GCC16	16. Payment
	<p>16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4. Payment will be made in Rand unless otherwise stipulated in SCC</p>
GCC17	17. Prices
	<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>
GCC18	18. Contract amendment
	<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>

GCC19	19. Assignment
	19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
GCC20	20. Subcontract
	20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract
GCC21	21. Delays in supplier's performance
	<p>21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
GCC22	22. Penalties
	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.
GCC23	23. Termination for default
	<p>23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <p>23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,</p> <p>23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>23.1.3 if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p> <p>23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.</p> <p>23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.</p>
	<p>23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>23.6.1. the name and address of the supplier and / or person restricted by the purchaser.</p> <p>23.6.2. the date of commencement of the restriction</p> <p>23.6.3. the period of restriction; and</p> <p>23.6.4. the reasons for the restriction.</p>

	<p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
GCC24	24. Anti-dumping and countervailing duties and rights
	<p>24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.</p>
GCC25	25. Force Majeure
	<p>25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
GCC26	26. Termination for insolvency
	<p>26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>

GCC27	27. Settlement of disputes
	<p>27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or Difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5. Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>27.5.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>27.5.2. the purchaser shall pay the supplier any monies due the supplier.</p>
GCC28	28. Limitation of liability
	<p>28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6.</p> <p>28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>28.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
GCC29	29. Governing language
	<p>29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p>
GCC30	30. Applicable law
	<p>30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
GCC31	31. Notices
	<p>31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary</p>

	<p>mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.</p> <p>31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
GCC32	32. Taxes and duties
	<p>32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the SIU must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services</p>
GCC33	33 National Industrial Participation (NIP) Programme
	<p>33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.</p>
GCC34	34. Prohibition of restrictive practices
	<p>34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p>
	<p>34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</p>
<u>Bid Special Conditions of Contract</u>	
BID SCC 1	1. Delivery and Documentation
	<p>1.1. All deliveries or despatchers must be accompanied by a delivery note stating the official order against which the delivery has been affected.</p>

	<p>1.2. Deliveries not complying with the order will be returned to the contractor at the contractor's expense.</p> <p>1.3. The SIU is under no obligation to accept any quantity, which is in excess of the ordered quantity.</p> <p>1.4. The supplier provides the following documentation per delivery:</p> <p>1.4.1 Manufacturer's Warranty Certificates per machine; these Warranty Certificates must include, but is not limited to, the following information:</p> <ul style="list-style-type: none"> • Hardware information and serials numbers. • Warranty agreement with warranty numbers. • Warranty period. • Manufacturer's South African support contact details. <p>1.5. SIU representative verifies both delivery and performance prior to signing a certificate of delivery / installation / progress milestone / commissioning evidencing such performance.</p> <p>10.8. The Contractor must ensure such signed approved verification accompanies the subsequent supplier invoice.</p>
BID SCC 2	2. Incidental Services
	<p>Additional incidental services to those listed in clause GCC13.1 above are the following:</p> <p>2.1. The SIU may procure additional licenses, ad hoc development, and consulting services from the successful bidder during the solution implementation period as well as after the solution implementation period has lapsed. These ad hoc developments and consulting services include, but are not limited to, additional solution development and technical support and maintenance.</p>
BID SCC 3	Method and conditions of Payment
	<p>3.1. The SIU only accepts invoice supported by signed delivery documents in accordance with this contract as valid payment requests.</p> <p>3.2. The other party submits the above invoices to the appointed contract manager for submission to the respective finance unit.</p> <p>3.3. The SIU does not settle invoices for outstanding goods or Services.</p> <p>3.4. Payment is made in the South African Rands.</p>
BID SCC 4	Prices
	<p>4.1. All adjustments to unit prices must be specified on the SBD3.2 and apply in accordance with the terms set in the SBD3.2. Applications for price adjustments must have the documentary evidence set for each adjustment in the SBD3.2 to support of any adjustment. Unit price adjustments will only apply once the SIU has approved in writing the application.</p> <p>4.2. Where Cost Price Adjustments (CPA) are applicable and justifiable, the bidder must declare this in the SBD3.2 for these to apply.</p>

	<p>4.3. Incidental services that are not specified in the SBD3.2 are adjusted as set out in clause GCC13.2</p> <p>4.4. Contract management verifies all cost adjustment applications prior to giving approval.</p>
BID SCC 5	Intellectual property provided in the bid invitation
	5.1. The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation provided by the SIU to the Bidder, both successful and unsuccessful, remain the property of the SIU.
BID SCC 6	Intellectual property contained in the deliverables
	6.1. The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation required as part of the delivery to the SIU reside with the SIU.
BID SCC 7	Third Party Warranty
	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.
BID SCC 8	Third Party Agreements
	8.1. No agreement between the contracted party and the third party is binding on the SIU.
<u>Bidders Detail Response Forming Part of Contract</u>	
1	Proposal to Technical Specification
BIDDERS DETAIL PRICE SCHEDULES	
2	SBD 3.1 as set out in this document
<u>Bid Submission Certificate Form - (SBD 1)</u>	
	I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to the SPECIAL INVESTIGATING UNIT (SIU) in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted.
	My offer remains binding upon me and open for acceptance by the SPECIAL INVESTIGATING UNIT (SIU) during the validity period indicated and calculated from the closing time of Bid Invitation.
	The following documents are deemed to form and be read and construed as part of this offer / bid even where integrated in this document:

	Invitation to Bid (SBD 1)	Specification(s) set out in this Bid Invitation inclusive of any annexures thereto
	Bidder's responses to specifications, capability requirements and capacity as attached to this document	Pricing Schedule(s) (SBD3.1) including detailed schedules attached
		CSD Compliance status as per CSD report form
	Declaration of Interest (SBD4);	
	Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022 (SBD6.1) and the BBBEE certificate	
		Conditions of contract as set out in this document (GCC)
	NIPP Obligations (SBD 5) where applicable	Local Content Certification (SBD 6.2) where applicable
<p>I confirm that I have satisfied myself as to the correctness and validity of my offer / bid in response to this Bid Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Bid Invitation; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.</p>		
<p>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.</p>		
<p>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.</p>		
<p>I certify that the information furnished in these declarations (SBD4, SBD 6.1) is correct and I accept that the SIU may reject the Bid or act against me should these declarations prove to be false.</p>		
<p>I confirm that I am duly authorised to sign this offer/ bid response.</p>		
NAME (PRINT)		
CAPACITY		
SIGNATURE		
DATE		
Witness 1		

NAME	
SIGNATURE	
DATE	
Witness 2	
NAME	
SIGNATURE	
DATE	

