



INVITATION TO BID (SBD 1)

on procurement requirements



Bid Number	RFP: 03/10/2024/ICT	
Project Name	APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF A WIDE AREA NETWORK, DATA & TELEPHONE SERVICE, INCLUDING MAINTENANCE OF NETWORK, DATA AND TELEPHONY CONNECTIVITY FOR A PERIOD OF 5 YEARS WITH AN OPTION TO RENEW WITH FURTHER 2 YEARS AT THE DISCRETION OF THE SIU.	
Issue Date	16 October 2024	
Closing Date and Time	12 November 2024 @ 11:00am	
Non - Compulsory briefing session	28 October 2024 @ 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: <u>www.siu.org.za</u>	
Contract Period	For a period of 5 years with an option to renew with further 2 years.	

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

Bid Description

APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF A WIDE AREA NETWORK, DATA & TELEPHONE SERVICE, INCLUDING MAINTENANCE OF NETWORK, DATA AND TELEPHONY CONNECTIVITY FOR A PERIOD OF FIVE (05) YEARS WITH AN OPTION TO RENEW WITH FURTHER TWO (02) YEARS AT THE DISCRETION OF THE SIU.

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:	ΜΑΑΑ	
B-BBEE level	Level:	
Bidder's contact details:	Tel/mobile:	
Bidder's contact details:	Email:	
Preferential procurement system applicable:	80/20	
Validity period from date of closure:	120 days after closing date.	

1st Floor74 Watermeyer StreetRentmeester BuildingAnd addressed as follows:Meyers ParkSpecial Investigating Unit (SIU)Pretoria0184	Bid documents are to be deposited in the bid/tender box at the SIU head offices		
		74 Watermeyer Street Rentmeester Building Meyers Park Pretoria	

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 to 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 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 and Special Conditions Of Contract as stipulated in this invitation.
- By signing and submitting this Bid, the SIU accepts that the Bidder has read and accepted these Conditions of Contract.

Registration on the Central Supplier Database (CSD):

The bidder must register on the National Treasury's Central Supplier Database to do business with an organ of state or for the SIU to award a bid or contract. Registration on the CSD (<u>www.csd.gov.za</u>) 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

Number of ORIGINAL documents for contract signing	1
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 bet	ween the
bidder and the SIU. The bidder is required to attach originals or certified copies of any certificates s	tipulated
in this document to these original sets of bid documents.	
Any discrepancy between the evaluation copies and the master (original) record, the master re	cord will
supersede the copy (s). Any discrepancy between the original sets deposited to the SIU and that ke	pt by the
bidder, the original set deposited with the SIU is the master contract for both parties.	
Number of EVALUATION copy:	2
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	
Two envelope system required	Yes
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.	
The first envelope holds all documents excluding the SBD3.1 and detailed supporting pricing docum	entation.
The second envelope holds the SBD3.1 and the detailed supporting pricing documentation. (A	An outer
envelope encloses both envelopes that have the envelope addressed as stated in this document.)	
The SIU will only open the proposal (technical functionality) – the first envelope – at the evaluation s	tage and
only will open the pricing – the second envelope – for those bidders who meet the predefined fun	- 1 ¹ 1 ¹

threshold at the proposal evaluation.

Supply Chain Management Enquiries:

All enquiries can only be done in writing no later than **12h00pm**, **31 OCTOBER 2024** to <u>scm@siu.org.za</u>. Consolidated response queries will be uploaded on SIU's website on the **05 NOVEMBER 2024**. <u>www.siu.org.za</u>.

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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Glossary of Terms

Term	Definition / Description
APN	Access Point Name
DIA	Direct Internet Access
DNS Hosting	Domain Name Service Hosting
Domain Hosting Services	Hosting services for SIU's domain
Fiber link	Data link using optical Fiber cable
Microwave link	Data link using the microwave spectrum/signal
SD-Wan	Software-Defined Wide Area Network
TMS	Telephone Management System
VoIP	Voice over Internet Protocol

Stage 1: Administrative Compliant documentation

RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATI REQUIREMENTS	ION: A	DMINIST	RATIVE
TABLE A: RETURNABLE DOCUMENTS	Envelope 1		
(M= MANDATORY)			
(Failure to provide or meet below mandatory requirements may result in disqualification and the bid will not be considered for further evaluation).			
Signed and completed Procurement Invitation (SBD 1) including the SBD 4, 6.1,	м	YES	NO
6.2 if applicable,			
Proof of Registration on the Government's National Treasury Central Supplier	м	YES	NO
Database (CSD).			No
Company Profile	М	YES	NO
Project Plan / Methodology (Implementation of the solution)	М	YES	NO
RETURNABLE DOCUMENTS	Envel	ope 2	
Detail pricing in the SBD 3.1 format		YES	NO
Detail price sheets and supporting documents		YES	NO
B – BBEE Certificate (South African Companies) or, for companies that have less than R10 million turnover, a sworn of 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 of affidavit will results in non-compliant on preference points system)			
THE BIDDING PROCESS			
This bid is evaluated through a three (3) stage process			
Stage 1 – Compliance to Requirements including Mandatory.			
Bidders warrant that their proposal document has, as a minimum, the specified documents required for			
evaluating their proposals as per Table A above.			
The SIU evaluates only bids responses that are 100% acceptable, in terms of the Returnable Document List.			
The SIU will disqualify bidders that are not compliant with the mandatory checklist, as such they will not			will not
proceed for further evaluation.			
Stage 1 will have two steps which are:			

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• Step 1: Administrative Requirements

• Step 2: Checklist to Compliance to minimum system requirements

<u>Stage 2 – Evaluation of Bids against Specifications and Quality and</u> <u>Presentation.</u>

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

The SIU will, where circumstances justify, request evaluation sessions such as interviews/presentations/sitevisit/pitching sessions/proof of functionality sessions with short- listed bidders before concluding the evaluation. These sessions will form part of the evaluation and will by no means be an indication that the bidder is officially appointed.

Stage 3 – Price and Preference (B-BBEE)

Bidders who score a minimum quality threshold of **80 Points** on functionality, will proceed to be evaluated on Price and Preferences (B-BBEE).

Bid Procedure Conditions:

Counter Conditions

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

Award Criteria

- a) 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) The SIU reserve a right not to award a bid to the highest scoring bidder but to award to a

service provider who meet the requirement fully.

- f) SIU reserve a right to conduct due diligence to confirm the contactable reference letters / reference documents provided. The due diligence method will be determined by the SIU which may include requesting reference letters from the referee.
- g) If the appointed team member is alternatively changed during the duration of the contract, justifiable reasons must be submitted on time to the SIU, the final decision is subject to the SIU's review and approval.
- h) An alternate replacement of resources should be equal or more competent to the initial approved resource (s) and if the bidder failed to provide a resource that meets the standard of the SIU as per the terms and conditions, SIU reserves the right to terminate the contract.
- 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 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 Applic	able)
Describe Principal Business Activities	
Type of Company/Firm [Tick Applicable E	Sox]
Partnership/Joint Venture/Consortium	
Close Corporation	
(Pty) Limited	
One person business/sole proprietor	
Company	
Other	
Company Classification [Tick applicable b	ox and provide short description]
Manufacturer:	
Supplier:	

	Profession	al Service Provider:			
	Constructio	on:			
	Logistics:				
	Other:				
		ber of Years The Firm Has Been In Business			
	Tax Cleara	nce Compliance			
		al Treasury Supplier Databas Compliant Status.	e (CSD) report reflect an	Yes/No	
	Tax Cleara	nce Certificate Expiry date			
	Tax Compl	iance System Pin Number			
	Supplier Is	on The National Treasury's C	entral Supplier Database		
	Supplier Number	М	Unique Registration Reference Number (36 digit)		
	Preference	Claim			
	Preference	claim form been submitted f	or your preference points	. (SBD 6.1)	Yes/No/NA
		tatus level verification certific as this been submitted?	cate must support prefere	nce points	Yes/No/NA
Wh	/ho issued the B-BBEE certificate [Tick applicable box]				
	A verificat (SANAS);	tion agency accredited by the	South African Accreditati	on System	Yes/No/NA
	Intellectua	confirming turnover and blac al Property Commission Certi nership certified by the registe	ficate confirming turnove	r and	Yes/No/NA
	Any other requirement prescribed in terms of Broad-Based Black Yes/No/NA			Yes/No/NA	
	Economi	c Empowerment			
	Are you tl	he accredited representative i	n South Africa for the goo	ods/services/wo	orks offered?
	YES or NO, If YES enclose proof in an annexure and summarized detail below				

INTRODUCTION TO THE SPECIAL INVESTIGATING UNIT ("SIU")

The SIU is an independent statutory body established by proclamation 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.

OBJECTIVE OF THE PROJECT

1. INTRODUCTION

The Special Investigating Unit (SIU) through this request for proposals seeks responses from suitable service providers for provision of a wide area network, data & telephony service, including maintenance of network, data and telephony connectivity for a period of 3 years with an option renew with further 2 Years.

CONTRACT PERIOD

The contract duration is for 60 Months.

2. SCOPE OF WORK (TERM OF REFERENCE)

The SIU intends to appointment a service provider for provision of a wide area network, data & telephone service, including maintenance of network, data and telephony connectivity. The service will range over all provinces at the SIU offices situated in:

- Western Cape Cape Town
- Kwa Zulu Natal Durban
- Northern Cape Kimberley
- Free state Bloemfontein
- Eastern Cape East London
- Eastern Cape Mthatha
- Mpumalanga Nelspruit
- Northwest Mafikeng
- Gauteng Head Office/Pretoria
- Limpopo Polokwane

The scope would cover:

- Providing connectivity between provinces for primary and secondary links, both on fibre. A microwave link can be used if fibre is not feasible
- SD-Wan services (including the required hardware and services)
- Dedicated internet breakout of all regions
- Establishing a unified VoIP telecommunication solution with Telephone management system
 - We have 11 switchboards,
 - 25 teleconference devices
 - o 1450 telephones
- Porting of existing telephone numbers and provide additional numbers
- Provide APN solution with APN management tool
- Domain hosting
- Dedicated Firewall appliance, hosted in dedicated rack space (Cabinet)
- Local Area guest Wi-Fi connectivity in all provincial offices
- Service delivery manager and support team
- Switchboard operating software
- We require a closed user group calling capability

Minimum Specification for the service:

No	QTY	Description

1.	1	DNS hosting
2.	1	SD-WAN setup for Kwa Zulu Natal Office
3.	1	SD-WAN setup for Eastern Cape Office
4.	1	SD-WAN setup for Northen Cape Office
5.	1	SD-WAN setup for Eastern Cape - Mthatha office
6.	1	SD-WAN setup for Northwest office
7.	1	SD-WAN setup for Free State office
8.	1	SD-WAN setup for Western Cape office
9.	1	SD-WAN setup for Mpumalanga office
10.	1	SD-WAN setup for Limpopo office
11.	1	SD-WAN setup for Gauteng office
12.	1	DIA setup and link for Kwa Zulu Natal office
13.	1	DIA setup and link for Eastern Cape office
14.	1	DIA setup and link for Northen Cape office
15.	1	DIA setup and link for Eastern Cape Mthatha office
16.	1	DIA setup and link for North-West office
17.	1	DIA setup and link for Free State office
18.	1	DIA setup and link for Western Cape office
19.	1	DIA setup and link for Mpumalanga office
20.	1	DIA setup and link for Limpopo office
21.	1	DIA setup and link for Gauteng office
22.	1450	TMS licenses
23.	1450	TMS manager (including but not limited to: specify by region, department and cost
	users	centre, external directory with descriptions, scheduled reports in Excel/PDF format
		including calls per person per period balancing to invoiced amount)
24.	1550	APN cards (800 activated immediately and the rest on request)
25.	1550	APN manager (including controlling of names per APN card and allocation of Usage,
	cards	soft block on users on their usage, reports per person used per month balancing to
		invoiced amount)
26.	2,5TB	APN data solution
27.	1	Hosting Cabinet for dedicated firewall and BDR / DR site (5 ports)
28.	1	100 Mbps SD-WAN for Free State office
29.	1	100 Mbps SD-WAN for Eastern Cape Mthatha office
30.	1	100 Mbps SD-WAN for Northern Cape office
31.	1	100 Mbps SD-WAN for Mpumalanga office
32.	1	100 Mbps SD-WAN for Limpopo office
33.	1	100 Mbps SD-WAN for Northwest office
34.	1	100 Mbps SD-WAN for Western Cape office
35.	1	200 Mbps SD-WAN Pro Meraki for KwaZulu Natal office
36.	1	200 Mbps SD-WAN Pro Meraki for Eastern Cape office
37.	1	100 Mbps DIA underlay for Free State office
38.	1	100 Mbps DIA underlay for Limpopo office
30. 39.	1	100 Mbps DIA underlay for Northwest office
40.	1	100 Mbps DIA underlay for Mpumalanga office
40.	1	60 Mbps DIA underlay for Northern Cape office
41.	1	60 Mbps DIA underlay for Eastern Cape Mthatha office
42.	I	ou mops dia undenay for lasterit cape militatila office

43.	1	100 Mbps DIA WC
44.	1	200Mbps DIA KZN
45.	1	200 Mbps DIA EC
46.	1	850 Mbps DIA GAU
47.	1	SD-WAN Pro Meraki Access up to max 850Mbps
48.	1	SD-WAN Pro Meraki 2x 650 Mbps uncapped including firewall
49.	1	300 Mbps VPN dedicated breakout at data centre
50.	1450	Telephone operating licenses (included but not limited to: Roaming between regions,
		call forwarding, dial out pin per person to dial from any phone, distinguish between
		personal and business calls, international dialling, voicemail, conferencing calls, close
		user group calling etc.)
51.	11	Receptionist software to operate the switchboards

Additional Specification information

52.	Contract period	5 years plus an option to extend for a further 2 years.	
53.	Support/management	Dedicated service delivery manager with account support as well as	
		Account manager	
54.	Monitoring	24/7 monitoring of firewalls/network with monthly meetings and repo	
		of threads and problems	
55.	Contract	Contract must start only when last service is implemented in order to e	
		contract on one date	
56.	SLA	Site availability of > 99% with maximum downtime of 6 hours	
		Site monitoring = 24 hours, 7 days a week, 365 days per year	
57.	DIA	6 IP addresses	
58.	Solution access (self-	Solution access to control names per line, passwords and cost codes	
	service portal)		
59.	Self-service portal to	Self-service portal to log calls for problems and services	
	log calls for problems		
	and services		
60.	Porting of lines	Currently there are 1163 landline numbers, and an additional 287 landl	
		numbers is necessary	
61.	VoIP Telephone	Telephone devices to be provided must have WiFi connectivity	
	devices		
62.	Firewall setup	Must be done by service provider together with our ICT Informati	
		Security Manager	
63.	Microwave/Wireless	Devices must be installed by the service provider, where Fibre is r	
	device	feasible	
64.	Wi-fi	Wi-fi access points for guest access on the local area network	
65.	Service provider	One service provider to supply all functionality	

1. SERVICE L	EVEL AGREEMENT				
Service	Description				
Contracting	The successful bidder will enter into a Contract and Service Level Agreement with SIU after appointment.				
Each pa	arty shall own its background Intellectual property, however, foreground intellectual property				
	FINANCIAL TERMS				
	The SIU is a public entity and as such the terms of payment are thirty days (30) days from date of invoice. Therefore, the Service Provider should demonstrate that they are in a stable financial position to undertake this project.				
Payment will be according to the SIU Payment Terms and Conditions milestones/phased completed.					
	EVALUATION CRITERIA				

SIU promotes the concept of "best value" in the award of contracts, as opposed to merely looking for the cheapest price, which does not necessarily provide the best value. Best value incorporates the expertise, experience and technical proposal of the organization and individuals who will be providing the service and the organizational capacity supporting the project team.
SIU is committed to achieving the government's transformation objectives in terms of the Preferential Procurement Policy Framework Act (PPPFA) 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 can 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:
• The first assessment of quality will be done in terms of the evaluation criteria
and the minimum threshold of 80 points explained below. A bid will be
disqualified if it fails to meet the minimum threshold for functionality as per
the bid invitation.
Bids that meet the minimum threshold of 80 points will be assessed further
on price, special goal, and preference phase.

SIU REQUIREMENTS FOR EVALUATION PURPOSES

ADMINISTRATIVE/MANDATORY, COMPLIANCE, FUNCTIONALITY EVALUATION, AND PRICE AND B-BBEE

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

Stage 1: Administrative/Mandatory Requirements and Compliance to minimum system requirements (bidders who qualify or meet all bid requirements will proceed to next phase). This phase will consist of two steps.

- Step 1: Administrative Requirements
- Step 2: Compliance to minimum system requirements

Stage 2: Functionality consist of two stages. Desktop and Presentation. (Bidders must score a minimum 80 points to proceed to stage 3); Service Providers will be evaluated on desktop functionality out of 70 points and a Presentation out of 30 Points. (A service Provider is required to get a minimum of 50 to get to Presentation) and

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

Step 1 of Stage 1: Mandatory/Administrative Requirements

Bidders must fully comply with the minimum **Mandatory/administrative Requirements**, and failure to meet this minimum requirement will lead to disqualification. Bidders are required to provide full and accurate answers to these mandatory requirements cited in this document, and, where required explicitly state "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.

Step 2 of Stage 1: Compliance to minimum system requirements

Bidders must achieve **100%** compliance with minimum System Requirements, and failure to meet these minimum requirements will lead to disqualification. Bidders are required to provide full and accurate answers to the below system requirements checklist, and, where required explicitly state "Yes/No" regarding adherence with the requirements. Where bidders' response is a "NO", bidders must substantiate their response to all questions, including full details on how their proposal/solution will address specific functional requirements.

#	SYSTEM REQUIREMENTS	COMPLIANT: YES/NO	COMMENTS
1.	Provide connectivity to all provinces with fibre		
	for primary and secondary links		
2.	Provide SD-Wan services		
	100 Mbps SD-Wan for Free State office		
	100 Mbps SD-Wan for Eastern Cape		
	Mthatha office		
	100 Mbps SD-Wan for Northern Cape office		
	100 Mbps SD-Wan for Mpumalanga office		
	100 Mbps SD-Wan for Limpopo office		
	100 Mbps SD-Wan for Northwest office		
	100 Mbps SD-Wan for Western Cape office		
	200 Mbps SD-Wan Pro Meraki for Kwa Zulu		
	Natal office		
	200 Mbps SD-Wan Pro Meraki for Eastern		
	Cape office		

			1	1	
		SD-WAN Pro Meraki Access up to max			
		850Mbps			
		SD-WAN Pro Meraki 2x 650 Mbps uncapped			
		including firewall (Gauteng)			
	3.	Provide APN solution with APN Management			
		tool.			
		1550 APN cards (800 activated immediately			
		and the rest on request)			
-	4.	Dedicated firewall appliance hosted in a			
		dedicated rack space (Cabinet)			
-	5.	Provide Domain hosting			
		DNS hosting			
	6.	Provide DIA links (Local Internet breakout)			
		100 Mbps DIA underlay for Free State office			
		100 Mbps DIA underlay for Limpopo office			
		100 Mbps DIA underlay for Northwest office			
		100 Mbps DIA underlay for Mpumalanga			
		office			
		60 Mbps DIA underlay for Northern Cape			
		office			
		60 Mbps DIA underlay for Eastern Cape			
		Mthatha office			
-					

	100 Mbps DIA WC		
	200Mbps DIA KZN		
	200 Mbps DIA EC		
	850 Mbps DIA GAU		
	300 Mbps VPN dedicated breakout at data		
	centre at Head office		
7.	Provide SD-WAN setup in all Provincial offices		
	(including the required hardware)		
8.	Provide APN data manager as part of the		
	APN solution (including controlling of		
	names per APN card and allocation of data,		
	soft block on users on their usage, reports		
	per person used per month balancing to		
	invoiced amount)		
9.	Provide a telephone management system		
	Telephone operating licenses (included but		
	not limited to: Roaming between regions,		
	call forwarding, dial out pin per person to		
	dial from any phone, distinguish between		
	personal and business calls, international		
	dialling, voicemail, conferencing calls etc.)		
10.	Provide APN data solution		

	2.5 TB APN data solution		
11.	In offices: local area guest Wi-fi equipment		
12.	Switchboard operating software for all SIU		
	offices		
13.	Dedicated service delivery manager		
14.	24/7 monitoring of network/firewalls with		
	reports on treads		
15.	All contracts same start and end date		
16.	Self-service portal for logging of problems		
17.	Porting of existing landline numbers and ability		
	to provide more landlines		
18.	SLA of:		
	Site availability of > 99% with maximum		
	downtime of 6 hours		
	Site monitoring = 24 hours, 7 days a week,		
	365 days per year		
			_

a) Scores will be tabulated to 100 points. Respondents must score 80 points and above to be assessed on their financial offer and preference score.

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

- a. The proposals will be evaluated on a scale of 0-3 in accordance with the criteria below.
- b. The rating will be as follows:

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

ii. 1 = Poor,

- iii. 2 = Partial compliance with requirements,
- iv. 3 = Full compliance with requirements.
- c) NB: Bidders are advised that any proposal of specification regarding items are legally binding, and bidders will be required to fulfil the proposed amendment or adjustment.
- d) Desktop Technical Evaluation bidders will be evaluated out of 70 points and are required to achieve minimum threshold of 50 points of 70 points to qualify for presentation phase of the proposed solution. **Bidders are required to score a minimum of 5 points on Key Accounts Manager and Project Manager.**
- e) Presentation of proposed solution bidders will be evaluated out of 30 points. Bidders must score full points on Presentation.
- f) NB: The overall combined score must be equal or above 80 points to proceed to Price and BBBEE evaluation, subject to point E. (If a bidder fails to meet both minimum thresholds irrespective of the points scored, will not be eligible for price and BBBEE evaluation).

Table 1: Summary of evaluation criteria for what?

Description	Maximum points
Bidders' / Company experience	50
Experience of the project manager	10
Experience of Key Account manager	10
Presentation of proposed solution	30
mum score	80
points	100
	Bidders' / Company experience Experience of the project manager Experience of Key Account manager

Table 2: Technical Evaluation Criteria

Step 1 of Functionality Criteria

DESCRIPTION OF CRITERIA	DOCUMENT/ARTIFEX FOR EVALUATION	METHOD OF EVALUATION	POINTS
			ALLOCATION
Company experience: 50	Reference Letters of similar work done. The reference letter(s) must be:	The Service Provider must demonstrate the number of projects executed and completed (experience) for a	50
The Service Provider must demonstrate the number of projects executed and completed (experience) for a similar project implementing a SD-Wan system, data and telephone services. Reference letters to be submitted to demonstrate experience and must be on the client's company letter head .	 Must on the referrer letter head. Must have contactable contact details Must be dated and signed In instances where the bidder is the holding company, the reference letter should be for the holding company and not for any of its subsidiaries. NB: The reference letters must contain all of the above-mentioned points otherwise they will not be considered. 	 similar projects executed and completed (expenence) for a similar project in provisioning of a wide area network, data & telephony service, including maintenance of network, data, and telephony connectivity. Evaluation rating 1 equals to 10 points - Completion of at least 1 to 2 relevant reference letters in provisioning of a wide area network, data & telephony service, including maintenance of network, data, and telephony connectivity. 	
		Evaluation rating 2 equals to 30 points - Completion of 3 to 4 relevant reference letters in provisioning of a wide area network, data & telephony service, including maintenance of network, data, and telephony connectivity.	
		• Evaluation rating 3 equals to 50 points -	

Experience of key Account Manager:	Curriculum Vitae (CV)	•	 Completion of 5 and more relevant reference letters in provisioning of a wide area network, data & telephony service, including maintenance of network, data, and telephony connectivity. Evaluation rating 0 equals to non-allocation of points, to the bidders who: No projects completed. Failed to submit the required relevant reference letters or detailing list of clients supported by number of years of experience, Evaluation rating 1 equals to 5 points. (The Key 	10
10	The CV must clearly indicate years of		Account Manager must have at least 1 to 3 years'	
Bidders are required to score	relevant Key Accounts management		experience.	
minimum of 5 points on Key Accounts	experience. The start and end date must	•	Evaluation rating 2 equals to 7 points. (The Key	
Manager	be in the following format dd/mm/yyyy		Account Manager must have >3 year to 8 years'	
			experience).	
The Service Provider must demonstrate		•	Evaluation rating 3 equals to 10 points. (The Key	
that the Key Account Manager			Account Manager must have more than 8 years'	
ultimately responsible for the assignment			experience).	
has the relevant key account		•	Evaluation rating 0 equals to non-allocation of	
management experience.			points, to the bidders who:	
Attached a concise CV/profile of Key			 Less than 1 years' experience. 	
Account Manager detailing the			• No proof of relevant experience attached.	
number of years of Key Account				

Management experience, with a clear				
start and end date for total Key				
Account Management experience.				
Experience of project manager: 10	Curriculum Vitae (CV)	•	Evaluation rating 1 equals to 5 points. (The Project	10
Bidders are required to score			Manager must have at least 1 to 3 years' experience.	
minimum of 5 points on Project	The CV must clearly indicate years of	•	Evaluation rating 2 equals to 7 points. (The Project	
Manager	relevant ICT Project management		Manager must have > 3 years to 8 years' experience).	
The Service Provider must demonstrate	experience. The start and end date must	•	Evaluation rating 3 equals to 10 points. (The Project	
that the project manager ultimately	be in the following format dd/mm/yyyy		Manager must have more than 8 years and more	
responsible for the assignment has the			years' experience).	
relevant ICT Project Management		•	Evaluation rating 0 equals to non-allocation of	
experience.			points, to the bidders who:	
Attached a concise CV/profile of			• Less than 1 years' experience.	
Project Manager detailing the number			 No proof of relevant experience attached 	
of years of ICT Project Management			No proof of relevant experience attached	
experience,				
with a clear start and end date for				
total ICT Project Management				
experience.				

Step 2 of Functionality Criteria: Presentation

Presentation Phase: 30	Bidders who meet the minimum threshold of 50 of 70	30
	points will be invited for presentation.	
In this phase bidders are expected to		
demonstrate Presentation of proposed	a) Demonstration of the proposed solution, as per	
solution to the SIU according to the bid	SIU's requirements (Maximum 30 points) - SIU	
documents specifications and quoting.	requirements are on Page 19 of 56 on the	
	Checklist.	

Annexure A:

Bidders must achieve at least 90% of the requirements listed in the below checklist during presentation phase.

All bidders are requested to show their implementation plan and roll out methodology to cover the listed specifications. Scoring will be as follows:

#	SYSTEM REQUIREMENTS	Meet Requirements: YES/NO	COMMENTS
1.	Provide connectivity to all provinces with fibre for primary and secondary links- Primary	1	
	and secondary line		
2.	Provide SD-Wan services	1	
	100 Mbps SD-Wan for Free State office		
	100 Mbps SD-Wan for Eastern Cape Mthatha office		
	100 Mbps SD-Wan for Northern Cape office		
	100 Mbps SD-Wan for Mpumalanga office		
	100 Mbps SD-Wan for Limpopo office		
	100 Mbps SD-Wan for Northwest office		
	100 Mbps SD-Wan for Western Cape office		

	200 Mbps SD-Wan Pro Meraki for Kwa Zulu Natal office		
	200 Mbps SD-Wan Pro Meraki for Eastern Cape office		
	SD-WAN Pro Meraki Access up to max 850Mbps		
	SD-WAN Pro Meraki 2x 650 Mbps uncapped including firewall (Gauteng)		
3.	Provide APN solution with APN Management tool.	1	
	1550 APN cards (800 activated immediately and the rest on request)		
4.	Dedicated firewall appliance hosted in a dedicated rack space (Cabinet)	1	
5.	Provide Domain hosting	1	
	DNS hosting		
6.	Provide DIA links (Local Internet breakout)	1	
	300 Mbps VPN dedicated breakout at data centre at Head office		
7.	Provide DIA links (Local Internet breakout)	1	
	850 Mbps DIA GAU		
8.	Provide DIA links (Local Internet breakout)	1	
	100 Mbps DIA underlay for Limpopo office		
9.	Provide DIA links (Local Internet breakout)	1	
	100 Mbps DIA underlay for Northwest office		
10.	Provide DIA links (Local Internet breakout)	1	
	100 Mbps DIA underlay for Free State office		
11.	Provide DIA links (Local Internet breakout)	1	
	100 Mbps DIA underlay for Mpumalanga office		
12.	Provide DIA links (Local Internet breakout)	1	

	60 Mbps DIA underlay for Northern Cape office		
13.	Provide DIA links (Local Internet breakout)	1	
	100 Mbps DIA WC		
14.	Provide DIA links (Local Internet breakout)	1	
	200 Mbps DIA EC		
15.	Provide DIA links (Local Internet breakout)	1	
	200Mbps DIA KZN		
16.	Provide DIA links (Local Internet breakout)	1	
	60 Mbps DIA underlay for Eastern Cape Mthatha office		
17.	Provide SD-WAN setup in all Provincial offices (including the required hardware)	1	
18.	Provide APN data manager as part of the	1	
	APN solution (including controlling of names per APN card and allocation of		
	data, soft block on users on their usage, reports per person used per month		
	balancing to invoiced amount)		
19.	APN Management Portal Self service	1	
20.	Provide a telephone management system	1	
	Telephone operating licenses (included but not limited to: Roaming between		
	regions, call forwarding, dial out pin per person to dial from any phone,		
	distinguish between personal and business calls, international dialling, voicemail,		
	conferencing calls etc.)		
21.	Telephone Management Portal (Self Service)	1	
22.	Provide APN data solution	1	
	2.5 TB APN data solution		
L	1	I	<u>ــــــــــــــــــــــــــــــــــــ</u>

	TOTAL	30	
	Site monitoring = 24 hours, 7 days a week, 365 days per year		
30.	SLA of: Site availability of > 99% with maximum downtime of 6 hours on a 24 hour cycle.	1	
29.	Porting of existing landline numbers and ability to provide more landlines	1	
28.	Self-service portal for logging of problems	1	
27.	All contracts same start and end date	1	
26.	24/7 monitoring of network/firewalls with reports on treads	1	
25.	Dedicated service delivery manager	1	
24.	Switchboard operating software for all SIU offices	1	
23.	In offices: local area guest Wi-fi equipment	1	

TOTAL SCORE: 100

PRICING DETAIL

SBD 3.1 PRICING SCHEDULE: PRICING SHOULD BE IN LINE WITH PRICING STRUCTURE PROVIDED.

#	PRICING STRUCTURE	Initial Setup Costs	Year 1 (Recurring Costs)	Year 2 (Recurring Costs)	Year 3 (Recurring Costs)	Year 4 (Recurring Costs)	Year 5 (Recurring Costs)	Total
1	Provide connectivity to all provinces with fibre							R0.00
2	Provide SD-Wan services							R0.00
3	100 Mbps SD-Wan for Free State office							R0.00
4	100 Mbps SD-Wan for Eastern Cape Mthatha office							R0.00
5	100 Mbps SD-Wan for Northern Cape office							R0.00
6	100 Mbps SD-Wan for Mpumalanga office							R0.00
7	100 Mbps SD-Wan for Limpopo office							R0.00
8	100 Mbps SD-Wan for Northwest office							R0.00
9	100 Mbps SD-Wan for Western Cape office							R0.00
10	200 Mbps SD-Wan Pro Meraki for Kwa Zulu Natal office							R0.00
11	200 Mbps SD-Wan Pro Meraki for Eastern Cape office							R0.00
12	SD-WAN Pro Meraki Access up to max 850Mbps							R0.00
13	SD-WAN Pro Meraki 2x 650 Mbps uncapped including firewall (Gauteng)							R0.00

14	Provide APN solution with APN Management tool. Provide APN data manager as part of the APN solution (including controlling of names per APN card and allocation of data, soft block on users on their usage, reports per person used per month balancing to invoiced amount)				R0.00
15	1550 APN cards (800 activated immediately and the rest on request)				R0.00
16	Dedicated firewall appliance hosted in a dedicated rack space (Cabinet)				R0.00
17	Provide Domain hosting				R0.00
18	DNS hosting				R0.00
19	Provide DIA links (Local Internet breakout)				R0.00
	100 Mbps DIA underlay for Free State office				R0.00
20	Provide DIA links (Local Internet breakout)				R0.00
	100 Mbps DIA underlay for Limpopo office				R0.00
21	Provide DIA links (Local Internet breakout)				R0.00
	100 Mbps DIA underlay for Northwest office				R0.00
22	Provide DIA links (Local Internet breakout)				R0.00
	100 Mbps DIA underlay for Mpumalanga office				R0.00
23	Provide DIA links (Local Internet breakout)				R0.00
	60 Mbps DIA underlay for Northern Cape office				R0.00

		 	-	 	
24	Provide DIA links (Local Internet breakout)				R0.00
	60 Mbps DIA underlay for Eastern Cape Mthatha office				R0.00
25	Provide DIA links (Local Internet breakout)				R0.00
	100 Mbps DIA WC				R0.00
26	Provide DIA links (Local Internet breakout)				R0.00
	200Mbps DIA KZN				R0.00
27	Provide DIA links (Local Internet breakout)				R0.00
	200 Mbps DIA EC				R0.00
28	Provide DIA links (Local Internet breakout)				R0.00
	850 Mbps DIA GAU				R0.00
29	Provide DIA links (Local Internet breakout)				R0.00
	300 Mbps VPN dedicated breakout at data centre at Head office				R0.00
30	Provide SD-WAN setup in all Provincial offices (including the required hardware)				R0.00
31	Provide a telephone management system (including licenses if needed)				R0.00
32	Telephone operating licenses - 1450 (included but not limited to: Roaming between regions, call forwarding, dial out pin per person to dial from any phone, distinguish between personal and business calls, international dialling, voicemail, conferencing calls etc.)				R0.00

ΤΟΤΑ	L BID PRICE	R0.00						
42	Setup fees per DIA site							R0.00
	Telephone devices x 1450							R0.00
	Teleconferencing devices x 25							R0.00
	Switchboard devices x 11							R0.00
41	Telephone devices (per device)							R0.00
	Site monitoring = 24 hours, 7 days a week, 365 days per year							R0.00
	Site availability of > 99% with maximum downtime of 6 hours							R0.00
40	SLA of:							R0.00
39	Porting of existing landline numbers and ability to provide more landlines							R0.00
38	Self-service portal for logging of problems							R0.00
37	24/7 monitoring of network/firewalls with reports on treads							R0.00
36	Dedicated service delivery manager							R0.00
35	Switchboard operating software for all SIU offices (11)							R0.00
34	In offices: local area guest Wi-fi equipment. 30 Access Points (Distributed across all offices)							R0.00
33	Provide APN data solution 2.5 TB APN data solution							R0.00

Note: Bidders are also requested to submit a two 2-year pricing. The price and the BEE evaluation for award will be based on 5 years. The additional two years will not form of the awarding process.

	SBD 3.1 - Pricing Schedule for the Duration of the Contract
I	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
Sc	hedule of Prices shall be completed and signed in black ink. Corrections must be done by deleting, rewriting
	d initialling next to the amendment. No correction ink is permitted in the document.
	arantees, warranties and replacement must be included
Pri	cing is subject to the addition of Preference Points as stipulated in below – Standard Bidding Document 6.1 eference claim form.
N	HERE QUANTITIES AND/OR SERVICES ARE REQUIRED AS AND WHEN NEEDED, THE ESTIMATION PRICE DDEL BELOW APPLIES (THE QUANTITIES PROVIDED ARE FOR QUOTING PURPOSES ONLY)
'n	e SIU utilises the following price model to model the elements that are not certain at time of pricing to allow
01	\cdot a fair, comparable, and objective price competition leading to the award of this contract. The actual usage
lu	ring the management of the contract determines the final contract value.
	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 Documen
	6.1 Preference claim form.

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.

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:

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

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.

The maximum points for this tender are allocated as follows:

Table1

	POINTS
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.

POINTS AWARDED FOR SPECIFIC GOALS

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:

B-BBEE Status Level of Contributor	Number of Points
1	18
2	14
3	12
4 ESTIG	10
5	8
6	6
7 6 8	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.

STRIKING AGAINST CORRUPTION

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

-	llocated in terms	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 the Black ow			2		
		H REGARD TO COM	PANY/FIRM	LN.	
3.3.	Company r	registration number:			
3.4.	TYPE OF C	OMPANY/ 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 h	ave –	
(a)	disqualify the person from the tendering process;	
(b)	recover costs, losses or damages it has incurred or su person's conduct;	ffered as a result of that
(C)	cancel the contract and claim any damages which it hat having to make less favourable arrangements due to su	
(d)	recommend that the tenderer or contractor, its share only the shareholders and directors who acted on restricted from obtaining business from any organ o exceeding 10 years, after the audi alteram partem (hea been applied; and	a fraudulent basis, be f state for a period not
(e)	forward the matter for criminal prosecution, if deemed	necessary.
	SIGNATURE(S) OF TENDERER(S)	
SURNAME AN DATE:	D NAME:	
ADDRESS:		
	OTH AFRIC	
BID DECLARATION TABLE:	N: B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED	D IN TERMS OF THE ABOVE
B-BBEE Status level	claimed	SA
Preference Points c	aimed	FLON
BID DECLARATION	I: SUB-CONTRACTING	
Will any portion of	the contract be sub-contracted?	YES / NO
If Yes, indicate:		

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 ØRSASIU
 Ø@RSASIU

 P a g e

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
 I/we, the undersigned, who is/are duly authorized to do on bell claimed, based on the B-BBEE status level of contribution of the firm for the preference(s) shown and I/we acknowledge that: The information furnished is true and correct. The preference points claimed are in accordance with Act and its Regulations. In the event of a contract being awarded as a result of may be required to furnish documentary proof to the scorrect. If the B-BBEE status level of contribution has been claimed o conditions of contract have not been fulfilled, the purchaser m – Disqualify the Bidder from the bidding process. Recover costs, losses or damages it has incurred or sufficient to such cancel the contract and claim any damages which it favourable arrangements due to such cancellation. Restrict the Bidder or contractor, its shareholders and o who acted on a fraudulent basis, from obtaining busile exceeding ten (10) years, after the audi alteram parter and forward the matter for criminal prosecution; and forward the matter for crimin	the Preferential Procurement Policy Framework points claimed as shown above, the contract satisfaction of the purchaser that the claims r obtained on a fraudulent basis or any of ay, in addition to any other remedy it may have fered as a result of that Bidder's conduct. has suffered as a result of having to make I directors, or only the shareholders and direct ness from any organ of state for a period of m (hear the other side) rule has been appli
Written References from South African Revenue Services f	or either companies not registered in Sou
Africa or do not have a local registered subsidiary Bidder is required to provide evidence of good standing with t	heir tax office (overseas and local).
Where the bidder is a South African citizen and meets the three Database registration provided the verification of the bidder's South African legal registered entity, must comply with this rec	eshold for tax registration, the Central Supp tax status. Foreign bidders, where they hav
Where the foreign bidders do not have a South African legal For due diligence, where their country of residence has the s certificate should be provided.	

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

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SBD 4 - BIDDER'S DISCLOSURE

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

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

Is the bidder, or any of its directors / trustees / shareholders / members / partners or any	
person having a controlling interest1 in the enterprise, the power, by one person or a	YES/NO
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?	

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

Full Name	Identity Number	Name of State institution	
	ОТИ М	FNY	
Do you, or any person is employed by the p		ave a relationship with any person who	YES/NO
lf so, furnish particular			
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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.

person	ne bidder or any of its directors / trustees / shareholders / members / partners or any having a controlling interest in the enterprise have any interest in any other related ise whether or not they are bidding for this contract?	YES/NO
lf so, fur	nish particulars:	
1. DEC	LARATION	
	dersigned, (name) in submitting the accornance of the second s	mpanying bid, o
1.1.	I have read and I understand the contents of this disclosure;	
1.2.	I understand that the accompanying bid will be disqualified if this disclosure is found	d not to be true
	and complete in every respect;	
1.3.	The bidder has arrived at the accompanying bid independently from, and without co	onsultation,
	communication, agreement or arrangement with any competitor. However, commun	ication betwee
	partners in a joint venture or consortium ² will not be construed as collusive bidding.	
1.4.	In addition, there have been no consultations, communications, agreements or arran	gements with
	any competitor regarding the quality, quantity, specifications, prices, including meth	ods, factors or
	formulas used to calculate prices, market allocation, the intention or decision to sub-	
	submit the bid, bidding with the intention not to win the bid and conditions or delive	ery particulars
	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	-
	or indirectly, to any competitor, prior to the date and time of the official bid opening	g or of the
1 C	awarding of the contract.	ada bu tha
1.0.	There have been no consultations, communications, agreements or arrangements m bidder with any official of the procuring institution in relation to this procurement pr	•
	and during the bidding process except to provide clarification on the bid submitted	
	required by the institution; and the bidder was not involved in the drafting of the spe	
	terms of reference for this bid.	
1.7.	I am aware that, in addition and without prejudice to any other remedy provided to	
	restrictive practices related to bids and contracts, bids that are suspicious will be rep	
	Competition Commission for investigation and possible imposition of administrative	-
	terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to	
	Prosecuting Authority (NPA) for criminal investigation and or may be restricted from	-
	business with the public sector for a period not exceeding ten (10) years in terms of and Compating of Corrupt Activities Act No 12 of 2004 or any other applicable logic	
	and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legisl	ation.

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.

	ATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. AY 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 MANAGEMEN	T SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.
Signature	Date
Position	Name of bidder
DECLARATION	
I, the undersigned (NAME)	certify that the information furnished above is correct.
I accept that SIU may reject the bid or act Contract should this declaration prove to b	t against me in terms of Paragraph 23 of the General Conditions of pe false.
Signature	Date
Position	Name of bidder

1. Contract Management
1.1. The SIU manages this contract fairly and objectively in accordance with the terms and condition set out in this document.
2. Contract Manager
2.1. The SIU appoints a contract manager and notifies the other party in writing of the name an
contact details of the appointed contract manager.
3. Contract Communication
3.1. The SIU communicates all communications in writing as well as through email.
3.2. The SIU maintains all contract documentation, correspondence, etc. in a defined contract fil open for inspection.
3.3. The SIU states the contract number with secondary reference numbers i.e., purchase numbers c all communication, documentation such as purchase orders issued, etc. The SIU will consider ar communication without the contract number on as not being legal communication between th
parties and not enacted on by either party as a protection against fraud.

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4.Communicating "As and When" in terms of the specific contract clauses

- 4.1. Where prices and/or availability need to be confirmed, a request for an updated detail quotation/information is issued;
- 4.2. Where specific procurement items as specified in the contract are required, the SIU issues a purchase order stating the contract number for the requirement.
 - 4.3. Such purchase order has the following detail (s) (where this is not provided, the purchase order is not a valid communication in terms of this contract):
 - 4.3.1. Purchase Order Number
 - 4.3.2. Contract Number
 - 4.3.3. Quantity
 - 4.3.4. Description of the required procurement. Where detailed, reference must be made to the relevant technical document attached;
 - 4.3.5. Catalogue number if applicable;
 - 4.3.6. Unit price per this contract;
 - 4.3.7. Delivery Date;
 - 4.3.8. Business unit code; and
 - 4.3.9. The specific delivery site.
- 5. Communicating where incidental services are required as listed in this document
 - 5.1. Incidental services are specified in the incidental services clause
 - 5.2. Incidental services are priced in accordance with the incidental clause where such prices have not been set in the SBD form.
- 6. Performance Management
 - 6.1. The SIU measures performance throughout the contract life.
 - 6.2. The SIU has regular performance review with the contractor.
 - 6.3. Where severe non-performance occurs will terminate the contract earlier in Consultation with the contractor.

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CONTRACTED BIDDER		
and conditions set ou	nanages this contract fairly and objut in this document.	ectively in accordance to the terms
	appoints a contract manager and not the appointed contract manager.	otifies the SIU in writing of the name
	communicates in writing and throug	
such as corresponder	Ilways state the contract number or nce, purchase orders issued, etc. and nmunication without the contract nu	d will
communication with 4. Managing Stages (if application)	the SIU prior to acting upon it. ble), Delivery Scheduling (if applical	
(if applicable) 4.1. Where different stages commencement of th	s apply, the contracted party commons apply, the contracted party commons apply to the SIU.	unicates in writing the
5. Health and Safety Requirem	ents	Act No 85 of 1993 and its Regulations),
people affected by th	e operations of the supplier.	safety of its employees and those other
with the Occupationa	l Health and Safety Act (OHS Act No	-
 5.3. To this end, the contracted supplier shall make available to SIU the valid letter of good cond shall ensure that its validity does not expire while executing this bid. 5.4. [NOTE TO PREPARERS:] Additional Health and Safety documentation can be required prior of the statement of the statem		ing this bid. ocumentation 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.		ne names of people assigned for Safety include information regarding the
SERVICE PERFORMANCE LEVELS (MANDATORY)		
Service being Measured	Measurement	Maximum level
Conformance to specifications STRIKIN	Technical Specification ST COR	Minimum conformance to the SIU requirements as detailed in Evaluation Criteria

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GENERAL CONDITIONS OF CONTRACT

be in co GCC1	not part of the GCC, the SIU appends the SCC clause after all the GCC clauses. No clause in this document sha in conflict with another clause. CC1 1. Definitions - The following terms shall be interpreted as indicated:	
	1.1.	"Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
	1.2.	"Contract" means the written an agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
	1.3.	"Contract p r ice" m e a n s t h e p r i c e p a y a b l e to t h e supplier under the contract for the full and proper performance of his contractual obligations.
	1.4.	"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
	1.5.	"Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
	1.6.	"Country of origin" means the place where the goods were mined, grown, or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its
	17	components.
	1.7.	"Day" means calendar day. "Daliana "
	1.8. 1.9.	"Delivery" means delivery in compliance of the conditions of the contract or order. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
	1.10.	
	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 harn the local industries in the RSA.
	1.12.	" Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is nor restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods epidemics, quarantine restrictions and freight embargoes.
	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 a

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		artificial non- competitive levels and to deprive the bidder of the benefits of free and open
		competition.
	1.14.	"GCC" means the General Conditions of Contract.
	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.
	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.
	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.
	1.18.	"Manufacture" means the production of products in a factory using labour, materials,
		components, and machinery and includes other related value- adding activities.
	1.19.	"Order" means an official written order issued for the supply of goods or works or the
		rendering of a service.
	1.20.	"Project site," where applicable, means the place indicated in bidding documents.
	1.21.	"Purchaser" means the organization purchasing the goods.
	1.22.	"Republic" means the Republic of South Africa.
	1.23.	"SCC" means the Special Conditions of Contract.
	1.24.	"Services" means that functional services ancillary to the supply of the goods, such as
		transportation and any other incidental services, such as installation, commissioning, provision
		of technical assistance, training, catering, gardening, security, maintenance and other such
		obligations of the supplier covered under the contract.
	1.25.	Written" or "in writing" means handwritten in ink or any form of electronic or mechanical
		writing.
GCC2	2. APPL	ICATION
	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.
	2.2.	Where applicable, special conditions of contract are also laid down to, cover specific supplies,
		services or works.
	2.3.	Where such special conditions of contract are in conflict with these general conditions, the
		special conditions shall apply.
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GCC3	3 3. General		
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	 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. 3.2. With certain exceptions (National Treasury's E-Tender 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
GCC4	4. Standards
	4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
GCC5	5. Use of contract documents and information
	 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. 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. 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.
	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

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	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.
	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.
	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:
	 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 7.3.2. a cashier's or certified cheque
	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.
GCC8 8.	Inspections, tests and analyses
	8.1. All pre-bidding testing will be for the account of the bidder.
	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.
	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.
	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.
	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.
	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.
	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

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	 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. 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.
GCC9	9. Packing
	 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. 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.
GCC10	10. Delivery and Documentation
	 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. 10.2. Documents to be submitted by the supplier are specified in SCC.
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
	13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

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	13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
	13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
	13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
	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
	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.
	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.
GCC14	14. Spare parts
	 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: 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, 14.1.2. in the event of termination of production of the spare parts: 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
	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.
GCC15	15. Warranty
	 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. 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

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GCC21	21. Delays in supplier's performance
	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
GCC20	20. Subcontract
	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.
GCC19	19. Assignment
	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.
GCC18	18. Contract amendment
	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.
GCC17	17. Prices
	16.4. Payment will be made in Rand unless otherwise stipulated in SCC
	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.
	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.
	16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
GCC16	16. Payment
	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.
	without costs to the purchaser.
	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,
	15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
	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.

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situated at or near the place where the supplies are required, or the supplier's ser are not readily available. 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performan its delivery obligations shall render the supplier liable to the imposition of pena pursuant to GCC Clause 22, unless an extension of time is agreed upon pursua GCC Clause 21.2 without the application of penalties. 21.6. Upon any delay beyond the delivery period in the case of a supplies contract purchaser shall, without cancelling the contract, be entitled to purchase supplies similar quality and up to the same quantity in substitution of the goods not supplic conformity with the contract and to return any goods delivered later at the supplex expense and risk, or to cancel the contract and buy such goods as may be require complete the contract and without prejudice to his other rights, be entitled to damages from the supplier. GCC22 22. Penalties 22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods perform the services within the period(s) specified in the contract, the purchaser without prejudice to its other remedies under the contract, deduct from the cor price, as a penalty, a sum calculated on the delivered price of the delayed good unperformed services using the current prime interest rate calculated for each d the delay until actual delivery or performance. The purchaser may also con termination of the contract pursuant to GCC Clause 23. GCC23 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by win notice of default sent to the supplier, may terminate this contract in whole or in p 23.1.1. If the supplier fails to deliver any or all of the goods within th
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 accordance with the time schedule prescribed by the purchaser in the contract. 21.2. If at any time during performance of the contract, the supplier or its subcontract should encounter conditions impeding timely delivery of the goods and perform of services, the supplier shall promptly notify the purchaser in writing of the fact of delay, its likely duration, and its cause(s). As soon as practicable after receipt of supplier's notice, the purchaser shall evaluate the situation and may at his discreated the supplier's time for performance, with or without the imposition of pena in which case the extension shall be ratified by the parties by amendment of contract. 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplier services from a national department, provincial department, or a local authority. 21.4. The right is reserved to procure outside of the contract small quantities or to have measured if an emergency arises, the supplier's point of supply in the services executed if an emergency arises, the supplier's point of supply in the services is a service outside of the contract shall province outside of the supplier's point of supply in the services executed if an emergency arises, the supplier's point of supply in the services executed if an emergency arises, the supplier's point of supply in the services executed if an emergency arises, the supplier's point of supply in the services executed if an emergency arises, the supplier's point of supply in the services executed if an emergency arises, the supplier's point of supply in the services executed if an emergency arises, the supplier's point of supply in the services executed if an emergency arises, the supplier's point of supply in the services executed if an emergency arises, the supplier's point of supply in the services executed if an emergency arises, the supplier's point of supply in the services executed if an emergency arises, the supplier's point of supply in the services executed

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.
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.
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.
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.
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.
 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: 23.6.1. the name and address of the supplier and / or person restricted by the purchaser; 23.6.2. the date of commencement of the restriction
23.6.3. the period of restriction; and23.6.4. the reasons for the restriction.
These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
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.

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GCC24	24. Anti-dumping and countervailing duties and rights
	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 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.
GCC25	25. Force Majeure
	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.
	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.
GCC26	26. Termination for insolvency
	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.
GCC27	27. Settlement of disputes
	 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. 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. 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.

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	27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.	
	27.5. Notwithstanding any reference to mediation and/or court proceedings herein,	
	27.5.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and	
	27.5.2. the purchaser shall pay the supplier any monies due the supplier.	
GCC28	28. Limitation of liability	
	28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;	
	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	
	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.	
	29. Governing language	
GCC29	29. Governing language	
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GCC29 GCC30	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	
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GCC30	 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. 30. Applicable law 30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC. 31 Notices 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice. 	

	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.		
32.2. A local supplier shall be entirely responsible for all taxes, duties, license incurred until delivery of the contracted goods to the purchaser.			
	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		
GCC33			
	33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.		
GCC34	34. Prohibition of restrictive practices		
	 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). 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. 		
	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.		

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	BID SPECIAL CONDITIONS OF CONTRACT		
BID SCC 1	1. Delivery and Documentation		
	1.1. All deliveries or despatchers must be accompanied by a delivery note stating the official order against which the delivery has been affected.		
	1.2. Deliveries not complying with the order will be returned to the contractor at the contractor's expense.		
	1.3. The SIU is under no obligation to accept any quantity, which is in excess of the ordered quantity.		
	1.4. The supplier provides the following documentation per delivery:		
	1.4.1 Manufacturer's Warranty Certificates per machine; these Warranty Certificates must		
	include, but is not limited to, the following information:		
	 Hardware information and serials numbers. Warranty agreement with warranty numbers. Warranty period. Manufacturer's South African support contact details. 		
	1.5. SIU representative verifies both delivery and performance prior to signing a certificate of delivery / installation / progress milestone / commissioning evidencing such performance.		
	10.8. The Contractor must ensure such signed approved verification accompanies the subsequent supplier invoice.		
BID SCC 2	2. Incidental Services		
	Additional incidental services to those listed in clause GCC13.1 above are the following:		
	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.		
BID SCC 3	Method and conditions of Payment		
	3.1. The SIU only accepts invoice supported by signed delivery documents in accordance with this contract as valid payment requests.		
	3.2. The other party submits the above invoices to the appointed contract manager for submission to the respective finance unit.		
	3.3. The SIU does not settle invoices for outstanding goods or Services.		
	3.4. Payment is made in the South African Rands.		
BID SCC 4	Prices		

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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.4.2. Where Cost Price Adjustments (CPA) are applicable and justifiable, the bidder must declare this in the SBD3.2 for these to apply.4.3. Incidental services that are not specified in the SBD3.2 are adjusted as set out in clause GCC13.2BID SCC 5Intellectual property provided in the bid invitationSID SCC 6S.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 7Intellectual property contained in the deliverablesBID SCC 77.1. 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 8Third Party Agreements8S.1. No agreement between the contracted party and the third party is binding on the SIU		
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8.1. No agreement between the contracted party and the third party is binding on the SIU.	Third Party Agreements	
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BIDDERS DETAIL RESPONSE FORMING PART OF CONTRACT			
1	Proposal to Technical Specification		
BIDDERS DE	TAIL PRICE SCHEDULES		
2	SBD 3.1 as set out in this document		
BID SUBMISSI	ON CERTIFICATE FORM - (SBD 1)		
	I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to the SPECIAL INVESTIGATION UNIT in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted.		
	My offer remains binding upon me and open for acceptance by the SPECIAL INVESTIGATION UNIT during the validity period indicated and calculated from the closing time of Bid Invitation.		
	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 2017 (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	
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I confirm that I have satisfied myself as to the correctness and validity of my offer / bid in response to this Bid Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Bid Invitation; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and rate(s) and rate(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and rate(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and rate(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and rate(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and rate(s)

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

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

I certify that the information furnished in these declarations (SBD4, 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.

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

NAME (PRINT)	
CAPACITY	JN
SIGNATURE	
DATE	
Witness 1	AFR
NAME	
SIGNATURE	
DATE	
Witness 2	SA
NAME	NST CORRUPTION
SIGNATURE	
DATE	





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