



SIU_{SA}

STRIKING AGAINST CORRUPTION

INVITATION TO BID (SBD 1)

on procurement requirements

TENDER REFERENCE NUMBER:

2024

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

Bid Number	RFP: 02/06/2024/FIN
Project Name	Appointment of Service Provider for the Provision of Office Accommodation (Within Western Cape and/or surrounding areas with acceptable radius outside Cape Town not exceeding 25km)
Issue Date	02 August 2024
Closing Date and Time	28 August 2024 @11:00 AM
Non - Compulsory briefing session	13 August 2024 @ 11:00 AM <i>The briefing session will be held on digital platform - to access the link, please access the Special Investigating Unit ("SIU") website, and go to the Supply Chain Management tab, the link will be published there. SIU website: www.siu.org.za</i>
Contract Period	The contract is for a period of Five (05) years with an option to extend for three (03) years.

Bid Description
Bidders must sign the last signature page of the SBDs form validating all documents included in the response to this invitation.
The successful bidder will sign the written Contract Form (SBD 7) with the SIU once the delegated authority has approved the award of the contract.

Bidder's name:		
National Treasury Central supplier database (csd) number:	MAAA	
B-BBEE level	Level:	
Bidder's contact details:	Tel/mobile:	
	Email:	
Preferential procurement system applicable:	80/20	
Validity period from date of closure:	120 days	

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

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

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

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

Bidders are required to deliver their bid to the correct address timeously 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 (www.csd.gov.za) provides a bidder with an opportunity to do business with all state organisations including provincial and municipal levels.

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

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 between the bidder and the SIU. The bidder is required to attach originals or certified copies of any certificates stipulated in this document to these original sets of bid documents. Any discrepancy between the evaluation copies and the master (original) record, the master record will supersede the copy (s). Any discrepancy between the original sets deposited to the SIU and that kept by the bidder, the original set deposited with the SIU is the master contract for both parties.	
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 documentation. The second envelope holds the SBD3.1 and the detailed supporting pricing documentation. (An outer envelope encloses both envelopes that have the envelope addressed as stated in this document.) The SIU will only open the proposal (technical functionality) – the first envelope – at the evaluation stage and only will open the pricing – the second envelope – for those bidders who meet the predefined functionality threshold at the proposal evaluation.	
Supply Chain Management Enquiries: All enquiries can only be done in writing not later than 12h00pm, 16 August 2024 to scm@siu.org.za. Consolidated response queries will be uploaded on SIU's website on the 20 August 2024. www.siu.org.za. Bidders are not permitted to communicate with any SIU official, except the Supply Chain Management official (s) for anything pertaining to this bid.	

Table of Contents

You are hereby invited to bid for the following specified supply requirements.	0
Bid Description	1
Bid documents are to be deposited in the bid/tender box at the SIU head offices:	2
Bid Opening Procedure.....	2
Sets of Bid Documents Required	3
Enquiries can be directed to the following:	4
Administrative Compliance Returnable Document Checklist to Qualify for Evaluation	4
The Bidding Process.....	6
The Bidders Particulars.....	9
Introduction and Background of the Special Investigating Unit ("SIU")	10
Objective of the Project.....	12
Contract Period.....	14
Terms of Reference (TOR) Scope of Work.....	16
SIU Requirements for Evaluation Purposes.....	20
Pricing Detail.....	35
Preference Points Claimed (SBD 6.1)	45
Due Diligence Requirements	46
Declaration	50
Special Conditions for Managing Contractual Obligations.....	55
Contracted Bidder	60
Bid Special Conditions of Contract	62
Bidders Detail Response Forming Part of Contract	64
Bid Submission Certificate Form - (SBD 1).....	66
Annexure A	67

RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION			
ADMINISTRATIVE REQUIREMENTS TABLE A: RETURNABLE DOCUMENTS (M = Mandatory) (Failure to provide or meet below mandatory requirements may result in disqualification and the bid will not be considered for further evaluation).		Envelope 1	
Signed and completed Procurement Invitation (SBD 1) including the SBD 4, 6.1, 6.2 if applicable,	M	YES	NO
Proof of Registration on the Government's National Treasury Central Supplier Database (CSD).	M	YES	NO
Building grade (Minimum Grade A or B or higher Grade). To prove the age of the building and/or proof of major renovation to support the Grade level, evaluation report must be provided. Grade P or AA plus will also be considered which are higher grades than Grade A or B.	M	YES	NO
Documentation proving ownership of the immovable property that is offered. a) Title deed to prove ownership of the property (such title deed to indicate ownership by the bidder as per the bidder's registered name), and b) Where applicable, the financial institution through which the bidder is financing the property with supporting documentation such as an offer to purchase, purchase and sale agreement, and the loan/bond agreement must be submitted. If the property is in the process of being registered and transferred into the bidder's name, an indication of the progress of the conveyancing process, the likely timeframe for finalization of the conveyancing process as well as the Conveyancing Attorney's contact details, reference number (s) and permission and/or consent for the SIU to contact the Conveyancing Attorney must also be supplied with the bid document. Documentation to prove the legal right to act on behalf of the owner of the property. i. If the bidder is an agent, a formal Power of Attorney signed by the owner of the property must be submitted; and Should it be discovered that the Landlord and an agent made submission of same building, it will result in disqualification on both bidders.	M	YES	NO
RETURNABLE DOCUMENTS		Envelope 2	

Initial

Detail pricing in the SBD 3.1 format (The total bid price to be transferred from the Detailed Pricing Sheet)	M	YES	NO
Detail price sheets and supporting documents	M	YES	NO
B – BBEE Certificate (South African Companies) or, for companies that have less than R10 million turnover, an 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 affidavit will result in non-compliance on preference points system).			
THE BIDDING PROCESS			
This bid is evaluated through a Four (4) stage process			
<u>Stage 1 – Compliance to Requirements including Administrative Compliance.</u> 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 administrative compliance checklist, as such they will not proceed for further evaluation. <i>Should the bidder decide to submit the proposal that involves more than one legal entity, i.e. a private company and a trust, it is important that all the legal entities that are part of the bid, i.e. bidding as part of the "consortium/joint venture" complies fully with administrative mandatory compliance requirements, such as CSD registration proof, tax compliance, directors/trustees that must sign SBD forms, etc. as the "consortium/joint venture".</i>			
<u>Stage 2 – Evaluation of Bids against Specifications and Quality</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/site-visit/pitching sessions/proof of functionality sessions with short-listed bidders before concluding the evaluation. These sessions will form part of the evaluation and will by no means be an indication that the bidder is officially appointed.			
<u>Stage 3: Compulsory Site Visits evaluation requirements</u> This phase will only be conducted to the bidders who scored minimum of 70 and above (Stage 2). Bidders must be fully compliant or at least demonstrate the ability to fulfil the full compliance requirements during the Site Visit Evaluation to progress to price and BBEE evaluation phase.			
<u>Stage 4 – Price and Preference (B-BBEE)</u>			

Bidders who score a minimum quality threshold of **70 Points** on functionality and fully comply with stage 3 of the compulsory site visit evaluation requirement, will proceed to be evaluated on Price and Preferences (B-BBEE).

Stage 4: Site Visit checklist evaluation

The bidder must comply or commit to comply with all requirements outlined on the site visit checklist (failure of which may lead to disqualification).

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.

Awarding Criteria

- a) Bidder should provide proof of ownership of the relevant building/property, (If the bidder is still in a process of registration or transfers of the property from one owner to the other during the closing, evaluation and adjudication process, the SIU will only afford the respective bidder at least three months to provide such proof before the award can take place,
- b) Such proof of ownership must confirm that the building is registered in the name of the bidder, or the financial institution as indicated on Table A on mandatory.
- c) Bid will only be awarded to the bidder who passes SIU's Internal Integrity Unit screening and/or State Security Agency vetting; failure to pass could result in SIU not awarding the bid to a bidder irrespective of the points scored after the final evaluation.
- d) SIU requires last three (3) years Audited Financial Statement (AFS), If Audited Financial Statements are not available, the bidder should provide justifiable reasons and provide the SIU with a copy of the latest Unaudited AFS/ Management Accounts signed off by the directors'/members/ management " certifying accuracy and completeness of the said AFS.
- e) The SIU reserves the right not to award a bid if the bidding entity's financial statements and/or supporting financial information creates doubt to the SIU, in its sole discretion, that the bidder would not be able to meet its short- and longer-term financial commitments.
- f) SIU reserves the right to screen the bidder in terms of its own Internal Integrity Unit (IIU) before appointment, should such screening results have a negative outcome,

	the SIU reserves the right not to award the bid to the subjected/recommended/highest scoring bidder. g) In terms of SIU's procedures, SIU will subject the prospective bidder to vetting process in terms of State Security Agency (SSA), should such vetting results have a negative outcome as per SSA and SIU procedures, SIU reserves the right not to award the bid to the subjected/recommended/highest scoring bidder. h) For the purposes of tenant installation/allowance and/or renovations, the bidders shall submit a proposal showing the building designs and core installations as well as miscellaneous installation items such as sound proofing as required by the SIU. i) The SIU may decide to either appoint the successful bidder with the required services; or its own suppliers to provide security cameras, access control, IT hardware requirements and telephone systems. j) SIU reserve the right to negotiate and reduce the rate and /or cancel the contract. k) The SIU reserve a right not to award a contract to the lowest 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.

	<u>Confidentiality</u> The successful Bidder agrees to sign a general confidentiality agreement with the SIU.
	<u>Sub-contracting Direct</u> 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. A bidder must not be awarded the points claimed for B-BBEE status level of contribution if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract. ▪ A bidder is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract. ▪ In relation to a designated sector, a bidder must not be allowed to sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
	<u>Information Provided in The Procurement Invitation</u> All information contained in this document is solely for the purposes of assisting bidders to prepare their Bids. The SIU prohibits bidders from using any of the information contained herein for other purpose than those stated in this document.
THE BIDDERS' PARTICULARS	
	Name of Bidder (As stated on the Central Supplier Database registration report)
	Represented By
	Represented By (Optional contact person)
	Physical Address

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

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

	Affidavit confirming turnover and black ownership or Companies and Intellectual Property Commission Certificate confirming turnover and black ownership certified by the registered Commissioner of Oaths	Yes/No/NA
	Any other requirement prescribed in terms of Broad-Based Black Economic Empowerment	Yes/No/NA
	Are you the accredited representative in South Africa for the goods/services/works offered?	
	YES or NO, If YES enclose proof in an annexure and summarized detail below	
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. The SIU currently occupies its Western Cape Provincial Office through an operating lease agreement in Western Cape. The SIU realises the long-term cost implications of ongoing operating lease agreements and therefore SIU Management resolved to lease suitable property for a reasonable period. The purpose of this tender is to invite and find suitably qualified service providers to submit proposals for the provision of suitable office accommodation [minimum A-Grade office accommodation (Refer to Annexure A for a detailed description of A Grade office accommodation). Grade P or AA plus will also be considered] inclusive of approximately 64 properly demarcated, basement, covered parking and shade-net including disabled parking & visitors parking spaces for staff and visitors, within the Cape Town CBD (acceptable radius outside Cape Town CBD should not exceed 25km radius); for a minimum lease period of five (5) years with an option to extend by a further three (3) years on expiry of the initial lease. (The SIU parking to be access controlled).	
CONTRACT PERIOD		
	The contract duration is for five (5) years with an option to extend for renewal by at least three (3) years. (Extension is subject to statutory requirements, SIU's Policy and Procedures.	

SCOPE OF WORK

Appointment of Service Provider for the Provision of Office Accommodation (Within Cape Town CBD and/or surrounding areas with acceptable radius outside Cape Town CBD not exceeding 25km).

1. MINIMUM FUNCTIONAL REQUIREMENTS FOR OFFICE ACCOMMODATION.

1.1. Location

The current SIU Western Cape Provincial Office is situated on the 1st Floor, Bytes Technology Building, Raapenberg Road, Golf Park, Pinelands, 7405.

SIU requires an office accommodation at the City of Cape Town Metropolitan Municipal area within Cape Town CBD (acceptable radius outside Cape Town CBD should not exceed 25km radius).

The accommodation must be:

- Located in a generally safe area for officials and the public.
- Easily accessible from all major routes from the north, south, east, and west [N1, N2, etc.].
- A reasonable distance from the bus stations as well as other public transport, such as taxis, metro buses or metro trains, for both staff and the public.

1.2. Accommodation

The SIU requires proposals for a lease period of five (5) years with an option to extend for renewal by at least three (3) years. (Extension is subject to statutory requirements, SIU's Policy and Procedures).

Proposals for office accommodation to accommodate approximately 64 SIU staff members.

The offices shall be in an office park or multi-tenant building and all staff members shall preferably be accommodated on one floor, but not more than two floors of the same building.

Table 1 below provides a summary of the estimated space required for this office.

SERIAL NO	DESCRIPTION OF ROOM	PROPOSED PU	NORM PER PU	ASM	REMARKS
1	ASSIGNABLE AREA (80%)				
	MANAGEMENT (ENCLOSED OFFICES)				
2	PROVINCIAL HEAD (E1)	1	24	24	
3	HEAD: INVESTIGATIONS (D5)	1	18	18	
4	PRINCIPAL FORENSIC LAWYER (D4)	2	18	36	
5	PRINCIPAL FORENSIC INVESTIGATOR (D4)	6	18	108	
6	CHIEF FORENSIC LAYWER (D2)	7	12	84	
7	PROJECT MANAGER (D2)	1	12	12	
8	CHIEF FORENSIC INVESTIGATOR (D2)	13	12	156	
9	(CLUSTER OFFICES - 4 DESKS PER CLUSTER)				
10	FORENSIC INVESTIGATOR (C5)	11	8	88	
	ADMINISTRATION (OPEN PLAN)				
11	ADMINISTRATOR: FINANCE (B5)	1	8	8	
12	ADMINISTRATOR: FACILITIES AND FLEET (B5)	1	8	8	
13	CHIEF ADMINISTRATOR: INVESTIGATIONS (C1)	1	8	8	
14	CHIEF ADMINISTRATOR: INVESTIGATIONS (C1)	2	8	16	
15	JUNIOR FORENSIC INVESTIGATOR (C3)	12	8	96	
16	LEGAL SECRETARY (B5)	1	8	8	
17	OFFICER: DOCUMENT MANAGEMENT (C3)	1	8	8	
18	OFFICER: REFRESHMENTS (A3)	1	8	8	
19	PROJECT ADMINISTRATOR (C2)	1	8	8	
20	RECEPTIONIST (B3)	1	8	8	
21	DOCUMENT MANAGEMENT CENTRE WITH ARCHIVING SPACE	1	250	250	FILES AND FORMS
22	STRONG ROOM	1	25	25	FILES AND FORMS
23	SERVER ROOM	1	20	20	ICT SWITCH ROOM WITH A/C
24	BOARDROOM ROOM	1	45	45	MEETINGS
25	BOARDROOM ROOM	1	45	45	MEETINGS
26	MEETING ROOM	1	12	12	MEETINGS
27	MEETING ROOM	1	12	12	MEETINGS
28	INTERVIEW ROOM	1	12	12	INTERVIEWS
29	INTERVIEW ROOM	1	12	12	INTERVIEWS
30	STAFF BREAKROOM	1	25	25	PAUSE AREA FOR EMPLOYEES
31	PRINTING STATION	1	24	24	COMMON PRINTERS/ COPIERS
32	KITCHENETTES	1	25	25	PAUSE AREA FOR EMPLOYEES
33	CLEANER CHANGING ROOM	1	10	10	CHANGING ROOM FOR CLEANERS
34	CLEANER STOREROOM	1	10	10	CLEANING CONSUMABLES
	PUBLIC SERVICE AREA				
35	RECEPTION/ WAITING AREA	1	15	15	WAITING AREAS FOR VISITORS
36	OTHER ACCOMMODATION				
	ASSIGNABLE AREA		ASM	1244	
37	NON ASSIGNABLE AREA (30%)			373	
	PARKING				
38	UNDER COVER PARKING	13			PARKING FOR SIU VEHICLES
39	UNDER COVER PARKING	5			PARKING FOR VISITORS
40	UNDER COVER PARKING	64			PARKING FOR SIU EMPLOYEES
	GROSS AREA			1617	
	GROSS AREA ROUNDED UP			1700	

- 1.3.** N/B: This m2 and other requirements as indicated above are approximate sizes, if the office space that will be offered are different in layout and size, it must be indicated as such on the proposal and on how above will be implemented according to SIU's requirements.
- 1.4.** Should a bidder submit a bid for office space smaller than the square meterage required by the SIU in terms of this tender, the SIU will only consider bids putting forward office space which is not more than 30% smaller (e.g., not less than 1,190. m2) than the stipulated requirements of the SIU.
- 1.5.** Any indication by the SIU that it would consider a bid for office space of a size within 30% of the space required by the SIU, should in no way create an expectation that a decision has been made that such a bid has been successful.
- 1.6.** Should a bidder submit a bid for office space larger than the square meterage required by the SIU in terms of this tender, the SIU will consider such bid, but will do its evaluation of such a bid as if the office space put forward is the required size as contained in the advertisement of the SIU. This means that the SIU will use 1700 m2 for all qualifying bids to ensure fairness and consistency of evaluation between all bidders. The SIU will not ultimately contract for the use of office space more than the stipulated requirement and will not pay for such. The price quoted by the bidder should be aligned with 1700m2.
- a) The accommodation must be readily available – preferably an office with basic fit out will be preferred, if not available it should be quoted for.
- b) The office accommodation must be approximately 1700m2 office space that has basic layout-out to accommodate SIU needs as per Table 1 above.
- c) The proposed building must either be completed in full or must be at an advanced stage of completion and be able to accommodate at least 64 employees. If the building is still under construction, proof of the level of completion, the amount of space to be made available, as well as the estimated time to completion must be submitted.
- d) The total size of the accommodation required by SIU is approximately 1700m² to cater for current needs. This excludes the 64 parking bays requirements as well as ablution facilities.
- e) SIU desires an office park building or multi-tenant building.
- f) The office accommodation must incorporate basement/ under-cover parking of at least 64 parking bays for SIU staff members, and parking bays for visitors, disabled parking bay and the loading parking bay.
- g) The electrical supply must cater for both normal and emergency power.
- h) The building(s) must have an emergency power generator to ensure that essential areas, lifts, emergency lighting, computer workstations, etc., are functioning in the event of a power failure, load shedding, etc.
- i) The accommodation must provide for adequate access for persons with physical disabilities, including access to toilet facilities both in the office environment as well as public interface areas. This must be in accordance with the Department of Public Service Administration's (DPSA) "Handbook on Reasonable Accommodation for People with Disabilities in the Public Service". dated October 2007. (Electronic copy available on the DPSA website. www.dpsa.gov.za)
- j) The accommodation must comply with:
- The National Building Regulations and Standards Act, 1977 (Act 103 of 1977),
 - The Occupational Health and Safety Act, 1993 (Act 85 of 1993), as amended.
- k) Bidders must also submit a copy of the Title Deed for their proposed office space with their bid documents.
- l) It will be required that the Tenant Installation (TI) be undertaken by the successful bidder. Bidders are required to submit TI costing in this regard.

m) Bidders must also commit to submit the following prior to occupancy:

- Certificates of electrical wiring complying with the Fire Regulations and Municipal By-Laws,
- Certificate of compliance with the Occupational Health and Safety Act and Accessibility Regulations.
- Certificate to Occupy together with a formal report on a company letterhead, and with all relevant Certificates of Compliance (i.e., Electrical COC, Plumbing COC, Glazing COC, etc.) prior to SIU occupying the building(s).

n) The successful bidder will be required, as soon as the alterations and additions or Tenant Installation (TI) are completed, facilitate, or arrange for the issuance of Certificate of Occupancy which is issued by the Council in terms of in terms of Section 14(1) (a) of the National Building Regulations and Building Standards Act, 1977 (Act. No. 103 of 1977).

Bidders are to include photos, sketches, electronic presentations, drawings, plans, etc. to support their bids in respect of all the above aspects.

1.7. Security Doors/ Windows

- a) All doors and windows must be equipped with burglar proofs i.e., expandable burglar proofs or round steel burglar proof.
- b) Expandable and Round steel burglar proof must be 12mm round bars, spacing between the steel bars must not exceed 100mm.
- c) All burglar doors and windows must come with a minimum of three keys.
- d) Installation of emergency push bars must be installed in all emergency exit doors.
- e) The emergency push bars must have audible sirens.

1.8. Access

- a) Preferable, people with disabilities should be able to easily enter the building via ramps, etc. There must be no obstacles that prevent such people from accessing and leaving the facilities within the building.

1.9. Floor to ceiling heights

- a) The clear floor to ceiling height in areas with ceilings (excluding foyer or other public areas where double volume may be used for effect) needs to be as close as possible to 2.7m.
- b) The conduits, water pipes, air ducts and other services shall not be visible underneath the ceiling in the open plan work areas, office and or public interface areas.

1.10. Floor covering

- a) The floors need to be covered with good vinyl/ industrial tiles in high traffic areas. All other areas shall have carpets/ laminate flooring.
- b) Storerooms need to be covered by means of a non-slip floor finish.

1.11. Power Points

- a) All workstations need to be equipped with a 10A socket outlet as well as a back-up 10A socket outlet. Depending on the capacity of the back-up emergency power supply, the back-up socket outlet may be omitted. Bidders to provide full detail in this regard.
- b) Power points to cater about 64 employees (normal and back-up power) and cater for the workstations, printers, and other equipment.
- c) The preference for the position of power supply outlets for the general workstations is from the ceiling soffits or flush floor trunking.
- d) The power points need to be provided within every 12m² radius or part thereof.

- e) The power points of general communal areas, lift lobbies, stairs, etc. need to be on the standard positions within the trunking for cleaning purposes, etc.
- f) The electrical circuits for socket outlets shall be secured by means of a single-phase earth leakage relay, having a sensitivity of 25mA.

1.12. Lighting

- a) The illumination of the building must comply with the minimum requirements of the National Building Regulations and cater for energy saving functionality.
- b) The illumination must consist of the necessary interface capabilities to be linked to a BMS (Building Management System) linked to an access control system.
- c) All work areas need to be provided with a light switch in a suitable position close to the access/ exit door.
- d) The following minimum lighting requirements need to be provided for the respective areas by means of utilising energy saving lighting:

No	Area	Illumination Level
a.	Reception/ Waiting areas	200lux
b.	General work areas & meeting rooms	300lux
c.	Passages and general areas	200lux
d.	Storerooms	200lux
e.	Parking	50lux

1.13. Back-up Water Tank

The building must be equipped with a backup water tank that meets the following specifications:

- a) It should have a capacity sufficient to supply water for essential needs in case of primary water system failure.
- b) The tank must be installed in a location easily accessible for maintenance.
- c) The tank should be constructed from materials that ensure durability and hygiene standards.
- d) The tank must be connected to the building's water distribution system through a reliable and efficient pumping mechanism.

1.14. Air-Conditioning

- a) The building must be fitted with a suitable and effective air-conditioning system, catering for the respective work areas (floors) as zones which operate independently.
- b) The bidder must indicate the type of air-conditioning system fitted in the building.
- c) The landlord shall be responsible for the maintenance and repairs in respect of the air-conditioning system during the period of lease.
- d) Complaints in respect of the escalated air-conditioning problems need to be responded to within a period of two (2) to four (4) hours of being reported to prevent penalties.
- e) Complaints reported in respect of escalated air-conditioning problems need to be resolved within four (4) to eight (8) hours after the initial response period.

1.15. Facilities for Cleaner's personnel

Initial

- a) Provision must be made for a cleaner's room of not less than 8m² for cleaning equipment and materials.
- b) The cleaner's rooms need to be provided with a drip sink and adequate shelving and sufficient cross ventilation, preferably by means of an outside window.
- c) The facility shall comply with the requirements of the Hazardous Chemicals Act regarding storage of chemicals.
- d) Separate lockers must be provided for cleaner to utilise as change room.

1.16. Toilet facilities (males) the word "Communal" to be deleted, we will accept any available setup.

- a) The requirements for toilet facilities to be applied in respect of "males" within the building are 3 cubicles.
- b) In respect of urinals, at least one urinal is required.
- c) One hand wash basin is required, with "hot and cold" water available.

1.17. Toilet facilities (females) the word "Communal" to be deleted, we will accept any available setup.

- a) The requirements for toilet facilities to be applied in respect of "females" within the building are 3 cubicles.
- b) One hand wash basin is required, with "hot and cold" water available.

1.18. Toilet facilities (physically challenged persons)

- a) Toilet facilities for physical challenged persons need to be in accordance with acceptable norms and standards with minimum internal dimensions of 1,7m by 1,8m and must be labelled as such.
- b) The toilet facilities for physical challenged persons are the only toilet facilities that will operate as "dual gender" toilets i.e., a male may have to assist a disabled female in the toilet or vice versa.

1.19. Toilet facilities (public) – Communal area

- a) The provision for public toilet facilities within the building must not be within the office environment.
- b) The public toilet facilities must be located within a secure environment to ensure that the public not visiting SIU, cannot access such facilities.
- c) The public toilet facilities must be close to the reception area, consultation rooms.
- d) Provision must be made for at least one public toilet facility for disabled persons.

1.20. Pause areas and kitchens.

- a) Provision is to be made for at least 1 (one) pause area and combined kitchen on the floor where staff offices are situated, in which a sink as well as "hot and cold" water is available.
- b) These pause areas must have power points to accommodate one (1) coffee/tea vending machine, one (1) fridge and one (1) microwave oven.
- c) A suitable area, preferable, adjacent to the meeting room, is to be secured as pause area and fitted out with an industrial type of kitchen to prepare meals, etc. The area must be able to accommodate approximately 20 staff members at any given time.
- d) All kitchens need to be fitted with a "hydro-boil" for the constant supply of hot water.

1.21. Lifts (Where applicable)

- a) Dependent on the layout of the building and the requirements of the National Building Regulations, an adequate number of lifts must be available for staff to access the office work areas from the ground floor.
- b) The lifts must be in a good working and serviced condition and remain in a good state for the entire period of the lease.
- c) The landlord must, at handover, provide SIU with a certificate declaring the lifts being in a good working condition.
- d) A "goods lift" must be available for the daily movement of "goods" from the basement and or ground floor to the work areas.
- e) Should the lift cater for movement from the basement to the rest of the building, it must have the functionality of being manually controlled to ensure no unauthorised access to the secure office environment.
- f) Lifts in the building must serve the needs of people with disabilities.
- g) The landlord shall be responsible for the maintenance and repairs in respect of the lifts during the period of the lease.
- h) Complaints in respect of the lifts need to be responded to immediately after being reported to prevent penalties.
- i) Complaints reported in respect of escalated lift problems need to be resolved within (1 to 2) hours after the initial complaint have been lodged.

1.22. Solar Power or Emergency Power Supply

The building must be fitted with Solar Power or with an Emergency Power Supply unit that:

- a) Complies with the National Building Regulations.
- b) Can supply power to standard equipment such as lifts and emergency lighting.
- c) Can supply power to 64 computer workstations and 3 Printer / Copiers.
- d) Must be connected to an Uninterrupted Power Supply Unit (UPS) as specified under section 2.27 of this RFP.

Bidders are to provide full details of such emergency supply unit and what the capabilities of such a unit are and for how long power can be supplied.

1.23. Existing functioning security equipment

Where the proposed building has existing security equipment installed, an indication should be given of the following:

- (a) Access control system: Type of system and software.
- (b) CCTV Camera system: Type of system and software.
- (c) Smoke Detection system. Type and areas covered.
- (d) Fire Suppression system. Type and areas covered.
- (e) Motion Detection system. Type and areas covered.
- (f) Parking Management system.
- (g) Visitor Management system.

- (h) Security Control Room.
- (i) Functional Biometric System

1.24. Emergency exit doors

- a) SIU requires all emergency exit doors leading to the outside of the building to be fitted with a delayed action alarm locking mechanism, with an audible alarm and which is only resettable by means of a key.
- b) There must be a means of egress that is suitable for any sort of emergency for people with disabilities. The departure route must be designed in accordance with Part T of the National Building Regulations as per the "Fire Protection" section.

1.25. Space planning

- a) The prospective bidder will be required design, interpret and cost SIU's needs and provide a "space matrix" as part of the bid, based on SIU's business unit's needs per the accommodation requirements schedule under section 2.2 of this RFP, to demonstrate the suitability of the building for the allocation of space. Any costs incurred by bidders in this regard shall be for the account of the bidders.
- b) Once the bid has been awarded to the successful bidder, SIU will, within three (3) working days request an electronic copy of the building's floor layout in AutoCAD format for purposes of finalising the space planning. The SIU team and the successful bidders' Architect or Space Planner will then finalise the space planning/ floor layout plan. Any costs to be incurred by the successful bidder in this regard shall be included in the Tenant Installation (TI) costs.
- c) The layout of office the accommodation will, besides the planned demarcated open plan working environment, also cater for the proposed accommodation indicated on the accommodation schedule under section 2.2 of this RFP.
- d) Contract costing of the tenant installations will be subject to SIU consultant's verification.

1.26. Maintenance, Service and Repairs

- a) It is required that the landlord be responsible for all building maintenance, service, and repairs in respect of the accommodation, i.e., electrical, plumbing, air-conditioning, lifts, general building maintenance, fire equipment, etc. which forms part of the building. The landlord shall appoint a dedicated liaison to deal with SIU.
- b) As part of the bid a maintenance contract is to be included, this may be utilised as the basis of negotiating the lease and service level agreement.
- c) The response in respect of accommodation defects needs is to be within a period of two (2) hours after being escalated to the landlord.
- d) Reported accommodation defects need to be resolved within a period of eight (8) hours unless otherwise agreed to by the delegated responsible official as per the conditions of the SLA contract.

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.

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 **70 points** will be assessed further on price, special goal, and preference phase.

SIU REQUIREMENTS FOR EVALUATION PURPOSES

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

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

Phase 1: Administrative/Mandatory Requirements.

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

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

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

Phase 1: Mandatory/Administrative Requirements

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

Bidders are required to provide full and accurate answers to these mandatory requirements cited in this document, and, where required explicitly state "Comply/Not Comply" regarding compliance with the requirements. Bidders must substantiate their response to all questions, including full details on how their proposal/solution will address specific functional requirements. All documents as indicated must be supplied as part of the submission. A "Not Comply" note will be assessed by SIU before if the response or suggestion fully meet SIU's requirements. If the assessment does not meet or not justifiable to meet the requirements, SIU reserves the right to disqualify the bid.

Initial

Phase 2: Functionality

EVALUATION CRITERIA

- a) Scores will be tabulated to 100 points. Respondents must score **70 points** and above to be assessed on their financial offer and preference score.
- b) The evaluation of service provider's responses will be based on the following weighting.
 - a. The proposals will be evaluated on a scale of 0-3 in accordance with the criteria below.
 - b. The rating will be as follows: 0= No submission/less than SIU requirements, 0=non-Submission
 - c. 1 = Poor,
 - d. 2 = Partial compliance with requirements,
 - e. 3 = Full compliance with requirements.
- c) NB: Bidders are advised that any proposal of specification regarding items are legal binding and bidders will be required to fulfil the proposed amendment or adjustment.

Summary of Evaluation Criteria

No	Evaluation Criteria	Max Point
1	Bidders' Experience	40
2	Provision of reference letters, award letters or service level agreement	20
3	Building requirements (proximity of travel)	40
Total Points		100

		Technical Evaluation Criteria		
		EVALUATION CATEGORY	DESCRIPTION	MAX SCORE

			1. Bidders' Experience The bidder must demonstrate leasing experience in property Management/ leasing of office space. <table><thead><tr><th>PREVIOUS CLIENT</th><th>DESCRIPTION OF WORK (SERVICE)</th><th>VALUE OF WORK (I.E. THE SERVICE PROVIDED) INCLUSIVE OF VAT (RAND)</th><th>CONTACT PERSON & TELEPHONE NUMBER</th><th>Email Address</th><th colspan="2">DATES OF APPOINTMENT (Including duration) Indicate starts date and end date.</th></tr></thead><tbody><tr><td></td><td></td><td></td><td></td><td></td><td>Start</td><td>date</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td>End date</td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></tbody></table> NB!! Bidders should ensure that they complete the information in detail on the table The SIU reserves the right to verify any of the supplied information. The start date and end date of the contract should be completed as this will assist the SIU to allocate the points. Cumulative experience will not be considered for points scoring, i.e. if one contract spanned from 1/1/2020 – 31/12/2023, and another from 1/1/2020 – 30/06/2024, then it will be counted as 3.5 years, not as 6.5 years. ▪ Evaluation rating 1 equals to 15 (1-2 years' experience in property or leasing of office space).	PREVIOUS CLIENT	DESCRIPTION OF WORK (SERVICE)	VALUE OF WORK (I.E. THE SERVICE PROVIDED) INCLUSIVE OF VAT (RAND)	CONTACT PERSON & TELEPHONE NUMBER	Email Address	DATES OF APPOINTMENT (Including duration) Indicate starts date and end date.							Start	date						End date																																					40
PREVIOUS CLIENT	DESCRIPTION OF WORK (SERVICE)	VALUE OF WORK (I.E. THE SERVICE PROVIDED) INCLUSIVE OF VAT (RAND)	CONTACT PERSON & TELEPHONE NUMBER	Email Address	DATES OF APPOINTMENT (Including duration) Indicate starts date and end date.																																																							
					Start	date																																																						
					End date																																																							

Initial

				▪ Evaluation rating 2 equals to 25 (>2yrs – 5 years' experience in property management or leasing of office space). ▪ Evaluation rating 3 equals to 40 (> 5 years; experience in property Management or leasing of office space). NB - Evaluation rating 0 equals to non-allocation of points, to the bidders who: - Submitted irrelevant information or less than one-year experience in property management.		
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				2. Provision of reference letters or Service level agreement between bidder or Award letter from client to demonstrate experience in property management.	The bidder must provide reference letters or service level agreement or Award letters to demonstrate experience in property management. The reference letters, Award letters, Service level agreement submitted must be in property management. ▪ Evaluation rating 1 equals to 10 (Provision of 1 reference letter or award letter or service level agreement). ▪ Evaluation rating 2 equals to 15 (Provision of 2 reference letter or award letter or service level agreement ▪ Evaluation rating 3 equals to 20. (Provision of 3 or more reference letter or award letter or service level agreement) - Evaluation rating 0 equals to non-allocation of points, to the bidders who: Submitted irrelevant information or reference letters, award letters or service level agreement not relevant to property management. NB! Reference Letters and Award letters should be in the letterhead of the clients, signed by a senior/head of relevant department of the referee, indicate the start and end date of contract	20	
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			3. Building requirements (proximity of travel). - Evaluation rating 1 equals to 20: Suitable environment with easy access to public transport (Attach Google Map/similar map) distance to/from between 2-3km walking distances from public transport routes. - Evaluation rating 2 equals to 30: Suitable environment with easy access to public transport (Attach Google Map/similar map) distance to/from office between (more) 1-1.99 km walking distance from public transport routes. - Evaluation rating 3 equals to 40: Suitable environment with easy access to public transport (Attach Google Map/similar map), distance to/from office less than 1km walking distance from public transport routes. Evaluation rating 0 equals to non-allocation of points, to the bidders who did not submit a google map/similar map, or if the walking distance is greater than 3km from/to taxi route.	40	
		Total		100	
<u>Evaluation Criteria: 1- Bidder's Experience</u> <u>The description should be put in tabular form with the following headings (refer to Table 3):</u> A. The bidder may provide list of clients as per below Table 3 or submit similar document. B. Bidders should ensure that they complete the information in detail on the table or submit similar documents. The start date and end date of the contract should be completed as this will assist the SIU to score the points. Cumulative experience will not be considered for points scoring.					

C. SIU reserve a right to conduct due diligence to confirm the experience detailed on the table below. The due diligence method will be determined by the SIU which may include requesting reference letters from the referee.

Table 3: Bidder's Experience

PREVIOUS CLIENT	DESCRIPTION OF WORK (SERVICE)	VALUE OF WORK (I.E. THE SERVICE PROVIDED) INCLUSIVE OF VAT (RAND)	CONTACT PERSON & TELEPHONE NUMBER	Email Address	DATES OF APPOINTMENT (Including duration) Indicate starts date and end date.	
					Start date	End date

Phase 3: Compulsory Site Visits evaluation requirements

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

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

Initial

Table 4: Site Visit Checklist				
DESCRIPTIONS	MINIMUM CHECKLIST REQUIREMENTS (Bidders must provide substantiation in all instances where there is indication of non-compliance) - To be completed by the Bidders.		COMPULSORY SITE VISIT EVALUATION REQUIREMENTS (Bidders must provide substantiation in all instances where there is indication of non-compliance) – To be completed by SIU evaluators during the site visit.	
MINIMUM CHECKLIST REQUIREMENTS AND COMPULSORY SITE VISIT EVALUATION REQUIREMENTS (Numbering as per Technical Mandatory Requirements in first part of document)	Comply/ Do not Comply	Substantiate where there is non-compliance	Comply/ Do not Comply	Substantiate where there is non-compliance
2. Lease Period				
i. The premises must be offered to the SIU: a) for a minimum lease period of five (5) years with an option to extend by a further three (3) years on expiry of the initial lease;				
ii. Expected date of occupation The Expected date of Occupation is the 1 April 2025. The Expectation date is fully dependent of the finalization of the tenant installation with the recommended bidder.				
3. Locality				
i. The premises must be within a Corporate/business environment with easy accessibility to public transport in Cape Town and surrounding area.				

	ii. The premises should be within the Cape Town CBD (acceptable radius outside Cape Town CBD should not exceed 25km radius .					
	iii. The premises must be within a safe and secure corporate environment, as deemed acceptable by the SIU in its sole and absolute discretion, which inter alia means that the property and the buildings (including the office offered to the SIU) comprising the bidder's proposal and that of neighbouring properties must have an upmarket and corporate look, image and feel. Proposal for offices within industrial areas or operating from residential areas or houses etc. will not be considered.					
	4. Grading of Building					
	The requirement of the building should be the minimum of Grade B or A (as per SA Property Owner's Association definition or any other relevant body) Grade A: The SA Property Owners' Association (SAPOA) defines Generally 10-30 years old and major renovation or upgrade after 15 years, has high-quality modern finishes, air-conditioning, adequate onsite parking. Grade B: Any age- adequately upgraded/refurbished to modern standards.					

	(Documentations to proof the age of the building and/or proof of major renovation to support the Grade level, should be provided). Any grade higher than grade A & B will also be accepted, i.e., grade P or AA plus.					
	5. Usable Office Space					
	The premises must have or offer a minimum of eight hundred square meters (1700m ²) of usable office space					
	6. Parking Requirements					
	The premises must have or offer a at forty (40) parking basement or covered and/or shade net parking including disabled parking & visitors which are situated in a secure area off-street, on-site area. The service provider should be able to commit to 24 additional parking before SIU move in. (If its only open parking the bidder must confirm that they will be able to cover it going forward).					
	7. Accessibility					
	The premises and offices, including toilet facilities, offered to the SIU must be easily accessible by disabled persons, including those in wheelchairs.					
	8. Fire Protection and Risk Management					
	The property, the building and the premises (including the interior of the office space) must comply with all legislative and site related issues like zoning rights (e.g. office rights), servitudes, national/provincial and local authority					

Initial

	requirements, environmental, heritage, fire protection requirements, Occupational Health and Safety Standards (including the provisioning of the necessary signage, evacuation plans and routes etc.), electrical compliance and other related statutory requirements must be cleared. Proof of compliance or clearance must be submitted along with the bidder's proposal/bid.					
	9. Information and Communication Technology					
	i. The bidder must demonstrate the ability to provide sufficient infrastructure as per applicable requirements below.					
	ii. IT Server room. Secure fireproof room with raised floor and a 24000 BTU Air conditioner					
	iii. ICT infrastructure access e.g., Fibre, microwave, cell phone towers etc.					
	iv. The bidder must supply, fit, install, commission, maintain and regularly service at least one (1) specialized high-capacity air-conditioning unit of approximately 24 000BTU to serve the ICT server/data room at the bidder's costs.					
	10. Security Requirements					
	i. The premises/bidders must provide the SIU with a single building (demarcated office space exclusive to the SIU) or interconnected office space (if more than one building) that is single tenanted to ensure an acceptably secure working environment.					

	ii. The premises/bidder must ensure that the office space offered is not shared with other tenants. (Demarcated office space exclusive to the SIU)					
	iii. The service provider must be able to commit with perimeter wall/fencing /adequate perimeter security to satisfy security requirement of SIU and its members.					
	iv. The bidder must permit the implementation of any security measures as required by the SIU, i.e., CCTV cameras, alarm systems, access control systems					
	v. High security locksets as recommended by the minimum information security standards (MISS)					
	11. Municipal Rates & Services					
	i. The bidder must quote the SIU an all-inclusive cost-to-company rental for the full duration of the contract; inclusive of everything except water and electricity (this must be supported by separate meters that will be used to determine the monthly costs) used by the SIU on the premises.					
	ii. Rates, Taxes, Levies, Sanitation, Refuse removal and/or any other levies or charges (Excluding, water, and electricity consumption in the leased premises) on the property, the building, or the premises.					
	iii. Property, building and third-party liability insurance on the property, the buildings, and the premises, including SASRIA insurance.					
	12. Branding and signage					

Initial

		i. The landlord shall provide adequate signage space, to the reasonable satisfaction, design, and guidelines of the SIU, to the external property, the building and the premises offered to the SIU to show the location of the SIU's office.					
		ii. Providing signage pertaining to interior floor layout plans and emergency (including fire) evacuation plans and routes to the interior property, the building and the premises offered to the SIU, sufficient to meet industry standards and all applicable laws, including the general upkeep, maintenance, and repair of all such signage.					
		13. Building and Premises Maintenance					
		i. The property, buildings, premises, and the office (both its exterior and its interior) offered to the SIU shall be fully serviced and maintained by the Premises/bidder, at the Premises/bidder' sole expense, against the SIU paying an all-inclusive cost-to-company gross rental. Without limiting the generality of the, the SIU require the Premises/bidder to supply, fit, commission, replace, repair, maintain and regularly service the following, at the Premises/bidder's sole expense:					
		ii. If applicable, remotes and other means of remote access control to the property or the buildings, including providing at least one (1) such remote					

		control for each one (1) of the parking bays leased by the SIU;					
		iii. Fire detection (e.g., smoke detectors and alarms etc.) and firefighting equipment, including fire extinguishers, and the regular servicing thereof and the fitment of fire-push bar emergency unlocking mechanisms to emergency exit doors etc.;					
		iv. The maintenance of any escalators or lifts and the regular servicing thereof;					
		v. Air-conditioning (central where feasible or individual units) to all office, storage spaces, patch rooms and the regular servicing thereof;					
		vi. General upkeep, maintenance and regular servicing of the structure of the office both external and internal (including fences, gates, walkways, driveways, parking bays and areas, covers to covered parking bays, roof, walls, floors, basements, shade-net waterworks including basins, taps, pipes and drains, boilers, geysers, ablution facilities, toilets, urinals, sewerage system and pipes, refuse bins, refuse compacting and refuse removal, electrical infrastructure including electrical fittings, switches, lights, plugs and wiring, interior infrastructure including doors, partitioning walls, ceilings, floor covering (e.g. tiles and carpets) including for normal wear and tear, shop fronts, windows, window blinds, paint on external and					

Initial

		internal walls, roaming remote control reception devices used to open automated gates.					
		vii. General and weekly upkeep and maintenance of any court yards, gardens, grounds, trees, plants, and lawns. ▪ The landlord should certify that the building is Pest free on occupation date. (Pest control should have been done before occupation date)					
		viii. The landlord should certify that the building is Pest free on occupation date. (Pest control should have been done before occupation date) Pest control including the control of rodents, ants, cockroaches, flies, mosquitoes, moths, snakes, lice and/or any other common pest on the property, in General upkeep, maintenance and regular servicing of the structure of the office both external and internal (including fences, gates, walkways, driveways, parking bays and areas, covers to covered parking bays, roof, walls, floors, basements, shade-net waterworks including basins, taps, pipes and drains, boilers, geysers, ablution facilities, toilets, urinals, sewerage system and pipes, refuse bins, refuse compacting and refuse removal, electrical infrastructure including electrical fittings, switches, lights, plugs and wiring, interior infrastructure including doors, partitioning walls, ceilings, floor covering (e.g. tiles and carpets) including for normal wear and tear, shop fronts, windows, window blinds, paint on external and					

Initial

	internal walls, roaming remote control reception devices used to open automated gates					
	ix. The SIU's usage as recorded monthly by means of the separate meters fitted for electrical or water usage by the SIU on the premises, for which usage the SIU will pay.					
	14. Tenant Installation, fit out and allowance					
	The Premises/bidder must offer, at the Premises' expense, to customize the premises by means of tenant installation to fit the SIU's corporate image and to suit the SIU's operational functions (including change in drywalls and moving of air-conditioning units etc.), according to the specifications of the SIU, will receive preference. In this regard, the SIU expects the Landlord to do the SIU's tenant installation, fit-out and alterations to the requirements of the SIU or offer a reasonable tenant installation allowance to the SIU.					
	15. Business Continuity					
	a) Back-up Generator with the load capacity to accommodate the space required and the maintenance thereof. b) Back-up water tanks to accommodate in the event of water supply interruption.					

Initial

PRICING DETAIL

Name of bidder:

Bid number: RFP: 02/06/2024/FIN

The price offered will be valid for 120 days from the closing of the tender,28 August 2024.

ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF THE BID (THE CLOSING DATE OF BID). (ALL-INCLUSIVE COST-TO-COMPANY GROSS RENTAL (VAT INCLUSIVE), WHICH COMPRISES OF THE FOLLOWING:

A. OFFICE SPACE						
Basic Rental for Grade "A/B, P" office space	Rate per m² (Excluding VAT)	Area expressed in m²	Monthly Basic Rental for the full area (Excluding VAT)	Value Added Tax (VAT)	Monthly Basic Rental for the full area (Including VAT)	Annual Basic Rental for full area (Including VAT)

First year of Lease	R			R	R	R	R
Annual rate of escalation after the first year							%
Second Year	R		R	R	R	R	
Annual rate of escalation after the second year							%
Third year	R		R	R	R	R	
Annual rate of escalation after the third year							%
Fourth year	R	R	R	R	R	R	
Annual rate of escalation after the fourth year							%
Fifth year	R	R	R	R	R	R	
Total Amount for Office Space				R			
B. PARKING BAYS							
Parking Rental	Rate per parking bay (Excl VAT)	Number of parking bays	Monthly Basic Rental for all the parking bays (Excluding VAT)	Value Added Tax (VAT)	Monthly Basic Rental for all parking bays (Including VAT)	Annual Basic Rental for full all parking bays (Including VAT)	

Initial

C1. BASEMENT PARKING						
First year	R		R	R	R	R
Annual rate of escalation after the first year						%
Second year	R		R	R	R	R
Annual rate of escalation after the second year						%
Third year	R		R	R	R	R
Annual rate of escalation after the third year						%
Fourth year	R		R	R	R	R
Annual rate of escalation after the fourth year						%
Fifth year	R		R	R	R	R
Annual rate of escalation after the fifth year						%
C2. COVERED PARKING (E.G CARPORTS/CORRUGORATED IRON/IBR SHEET COVERED PARKING BAYS)						
First year	R		R	R	R	R
Annual rate of escalation after the first year						%
Second year	R		R	R	R	R
Annual rate of escalation after the second year						%
Third year	R		R	R	R	R
Annual rate of escalation after the third year						%

Initial

Fourth year	R		R	R	R	R	
Annual rate of escalation after the fourth year						%	
Fifth year	R		R	R	R	R	
Annual rate of escalation after the fifth year						%	
C3. SHADE –NET PARKING (E.G NETS COVERED PARKING BAYS)							
First year	R		R	R	R	R	
Annual rate of escalation after the first year						%	
Second year	R		R	R	R	R	
Annual rate of escalation after the second year						%	
Third year	R		R	R	R	R	
Annual rate of escalation after the third year						%	
Fourth year	R		R	R	R	R	
Annual rate of escalation after the fourth year						%	
Fifth year	R		R	R	R	R	
Provide a full list of all applicable items that are <u>included in</u> the All-inclusive Operating Costs & expenses							
Description of operating costs					Rate per m ² for this item (Including VAT)		
Escalator and lift repair and upkeep and the regular servicing thereof					R		
Air-conditioning maintenance and upkeep					R		
Fire prevention, detection, and extinguishing equipment and/or services and the regular servicing thereof					R		
Garden services					R		
Security services					R		
Water, fuel/gas and/or electrical usage in the common areas					R		

Initial

Refuse removal	R
Sanitary fees	R
Domestic or industrial effluent fees	R
Corporate or body corporate or property owners' association levies	R
Property, building, glass and/or third-party liability insurance	R
SASRIA	R
Advertisement and/or promotional fund fees and/or levies	R
Charges for the installation and/or reading of gas, water and/or electrical meters to the property, the building and sub-meters to the premises	R
Rates, Taxes and Levies	R
Maintenance	R
Any other matters, fees, charges, costs, or expenses, as envisaged as per the ToR above, or otherwise not yet referred to. Please specify below	R
	R
	R
	R
	R
	R
	R
	R
C. TENANT INSTALLATION OR TENANT INSTALLATION ALLOWANCE	
Space Planning and interior design inclusive of research, detailing, drawings and revisions allowances	R
Premises undertakes to do tenant installation, as part of operating costs	YES or NO
Alternatively, the Premises offers a tenant installation allowance to the SIU of not less than this number of months' rental for every year of the lease	Number
Alternatively, the Premises offers this fixed amount as a tenant installation allowance to the SIU, for the SIU to use as the SIU deems fit	R
Do the premises have a fully compliant ICT sever and data room? If so, please be specific on its interior size (in m²), approved carry weight of its floor area, building specifications (e.g., specification of the walls, doors, windows, and ceilings, if any, etc.), fitted air-conditioning specifications (in BTU grading) and finishes (e.g., anti-	

Initial

	static wall, floor and ceiling covering, access control, fire suppression systems etc.).	
	If the premises does not have a fully compliant ICT sever and data room, then what tenant installation allowance does the bidder offer in respect of the ICT sever and data room, only (i.e., distinct and <u>in addition to</u> any other tenant-installation work or allowances offered)	R
	Aggregate total gross tenant installation allowance: a) the general fit-out or tenant installation allowance. b) the ICT cabling allowance; and c) the ICT server or data room allowance, offered to the SIU, as included in the SIU's all-inclusive cost-to-company gross rental	R

PRICING DETAIL 2	
	SBD 3.1 - Pricing Schedule for the Duration of the Contract
	NOTE
	PRICES SUBMITTED FOR THIS BID WILL BE REGARDED AS NON-FIRM CONSISTING OF FIRM PRICES AT DATE OF BID SUBJECT TO ADJUSTMENT(S) IN TERMS OF THE FOLLOWING FORMULA, DEFINED AREAS OF COST AND DEFINED PERIODS.
	Bidders must complete the section “Non-Firm Prices Subject to Escalation” if applicable and/or the section “Prices Subject to Rate of Exchange Variations” if applicable. Where neither of these sections are completed, the unit prices are deemed “Firm Unit Pricing”
	In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point
	Price quoted is fully inclusive of all costs including delivery to the specified SIU Business Unit geographical address and includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions, and skills development levies.
	Detailed information i.e., costed bill of quantities is optional and is provided as annexure to the details provided
	The SIU accepts no changes, extensions, or additional ad hoc costs to the pricing conditions of the contract once both parties have signed the contract.
	The amount should be inclusive of rates and taxes

	Schedule of Prices shall be completed and signed in black ink. Corrections must be done by deleting, rewriting, and initialling next to the amendment. No correction ink is permitted in the document.										
	Guarantees, warranties, and replacement must be included										
	Pricing is subject to the addition of Preference Points as stipulated in below – Standard Bidding Document 6.1 Preference claim form.										
	WHERE QUANTITIES AND/OR SERVICES ARE REQUIRED AS AND WHEN NEEDED, THE ESTIMATION PRICE MODEL BELOW APPLIES (THE QUANTITIES PROVIDED ARE FOR QUOTING PURPOSES ONLY)										
	The SIU utilises the following price model to model the elements that are not certain at time of pricing to allow for a fair, comparable, and objective price competition leading to the award of this contract. The actual usage during the management of the contract determines the final contract value.										
	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 <table border="1"> <thead> <tr> <th></th><th>POINTS</th></tr> </thead> <tbody> <tr> <td>PRICE</td><td>80</td></tr> <tr> <td>B-BBEE STATUS LEVEL OF CONTRIBUTOR</td><td>18</td></tr> <tr> <td>SPECIFIC GOALS</td><td>2</td></tr> <tr> <td>Total points for Price and SPECIFIC GOALS</td><td>100</td></tr> </tbody> </table>		POINTS	PRICE	80	B-BBEE STATUS LEVEL OF CONTRIBUTOR	18	SPECIFIC GOALS	2	Total points for Price and SPECIFIC GOALS	100
	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 regarding 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: <table border="1" data-bbox="320 398 1238 1122"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th><th>Number of Points</th></tr> </thead> <tbody> <tr><td>1</td><td>18</td></tr> <tr><td>2</td><td>14</td></tr> <tr><td>3</td><td>12</td></tr> <tr><td>4</td><td>10</td></tr> <tr><td>5</td><td>8</td></tr> <tr><td>6</td><td>6</td></tr> <tr><td>7</td><td>4</td></tr> <tr><td>8</td><td>2</td></tr> <tr><td>Non-compliant contributor</td><td>0</td></tr> <tr><td>Additional Specific goal</td><td></td></tr> <tr><td>More than 50% Black ownership</td><td>2</td></tr> <tr><td>Total Number of Possible Points</td><td>20</td></tr> </tbody> </table> 3.1. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of— (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, (c) then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system. The preference points evaluation of the responsive bids will be evaluated in terms of the 80/20 preference points systems, where the 80 points will be used for price and the 20 points (including the specific goal) will be awarded to a bidder for attaining the B-BBEE status level of contributor. Table 2: Specific goals for the tender and points claimed are indicated per the table below. <i>(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.</i> <i>Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)</i> Table:2	B-BBEE Status Level of Contributor	Number of Points	1	18	2	14	3	12	4	10	5	8	6	6	7	4	8	2	Non-compliant contributor	0	Additional Specific goal		More than 50% Black ownership	2	Total Number of Possible Points	20
B-BBEE Status Level of Contributor	Number of Points																										
1	18																										
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4	10																										
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6	6																										
7	4																										
8	2																										
Non-compliant contributor	0																										
Additional Specific goal																											
More than 50% Black ownership	2																										
Total Number of Possible Points	20																										

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

3.3. Company registration number:

3.4. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded because of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process.
 - (b) recover costs, losses, or damages it has incurred or suffered as a result of that person's conduct.
 - (c) cancel the contract and claim any damages which it has suffered because of having to make less favourable arrangements due to such cancellation.
 - (d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of

state for a period not exceeding 10 years, after the audit alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

.....
DATE:

ADDRESS:

BID DECLARATION: B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF THE ABOVE TABLE:

B-BBEE Status level claimed

Preference Points claimed

BID DECLARATION: SUB-CONTRACTING

Will any portion of the contract be sub-contracted?

YES / NO

If yes, indicate:

What percentage of the contract will be subcontracted?

Names of the sub-contractor

The B-BBEE status level of the sub- contractor

Whether the sub-contractor is an EME?

YES / NO

I/we, the undersigned, who is/are duly authorized to do on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

- The information furnished is true and correct.
- The preference points claimed are in accordance with the Preferential Procurement Policy Framework Act and its Regulations.
- In the event of a contract being awarded because of points claimed as shown above, the

contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.

If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- Disqualify the Bidder from the bidding process.
- Recover costs, losses, or damages it has incurred or suffered as a result of that Bidder's conduct.
- Cancel the contract and claim any damages which it has suffered because of having to make less favourable arrangements due to such cancellation.
- Restrict the Bidder or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding ten (10) years, after the *alteram partem* (hear the other side) rule has been applied; and forward the matter for criminal prosecution; and forward the matter for criminal prosecution.



SIU SA

STRIKING AGAINST CORRUPTION

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

SBD 4 - 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 group of persons holding most 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?	YES/NO

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

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

Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? If so, furnish particulars: 	YES/NO
--	--------

Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether they are bidding for this contract? If so, furnish particulars: 	YES/NO
--	--------

1. DECLARATION

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

- 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 not to be true and complete in every respect.
- 1.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 1.4. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 1.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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.

- 1.6. There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 1.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF
PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN
MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date
.....
Position Name of bidder

DECLARATION

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

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

.....
Signature Date
.....
Position Name of bidder

SPECIAL CONDITIONS FOR MANAGING CONTRACTUAL OBLIGATIONS

1. Contract Management
 - 1.1. The SIU manages this contract fairly and objectively in accordance with the terms and conditions set out in this document.
2. Contract Manager
 - 2.1. The SIU appoints a contract manager and notifies the other party in writing of the name and contact details of the appointed contract manager.
3. Contract Communication
 - 3.1. The SIU communicates all communications in writing as well as through email.

- 3.2. The SIU maintains all contract documentation, correspondence, etc. in a defined contract file open for inspection.
- 3.3. The SIU states the contract number with secondary reference numbers i.e., purchase numbers on all communication, documentation such as purchase orders issued, etc. The SIU will consider any communication without the contract number on as not being legal communication between the parties and not enacted on by either party as a protection against fraud.
4. Communicating “As and When” in terms of the specific contract clauses
 - 4.1. Where prices and/or availability need to be confirmed, a request for an updated detail quotation/information is issued.
 - 4.2. Where specific procurement items as specified in the contract are required, the SIU issues a purchase order stating the contract number for the requirement.
 - 4.3. Such purchase order has the following detail (s) (where this is not provided, the purchase order is not a valid communication in terms of this contract):
 - 4.3.1. Purchase Order Number
 - 4.3.2. Contract Number
 - 4.3.3. Quantity
 - 4.3.4. Description of the required procurement. Where detailed, reference must be made to the relevant technical document attached.
 - 4.3.5. Catalogue number if applicable.
 - 4.3.6. Unit price per this contract.
 - 4.3.7. Delivery Date.
 - 4.3.8. Business unit code; and
 - 4.3.9. The specific delivery site.
5. Communicating where incidental services are required as listed in this document
 - 5.1. Incidental services are specified in the incidental services clause.
 - 5.2. Incidental services are priced in accordance with the incidental clause where such prices have not been set in the SBD form.
6. Performance Management
 - 6.1. The SIU measures performance throughout the contract life.
 - 6.2. The SIU has regular performance review with the contractor.
 - 6.3. Where severe non-performance occurs will terminate the contract earlier in Consultation with the contractor.



CONTRACTED BIDDER		
1. Managing the Contract 1.1. The contracted party manages this contract fairly and objectively in accordance with the terms and conditions set out in this document. 2. Contract Manager 2.1. The contracted party appoints a contract manager and notifies the SIU in writing of the name and contact details of the appointed contract manager. 3. Communication 3.1. The contracted party communicates in writing and through email. 3.2. The contracted party always state the contract number on communication, documentation such as correspondence, purchase orders issued, etc. and will not act upon any communication without the contract number or must verify such communication with the SIU prior to acting upon it. 4. Managing Stages (if applicable), Delivery Scheduling (if applicable), Milestones (If applicable) 4.1. Where different stages apply, the contracted party communicates in writing the commencement of the stage to the SIU. 5. Health and Safety Requirements 5.1. In terms of the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations), the contracted supplier is responsible for the health and safety of its employees and those other people affected by the operations of the supplier. 5.2. The contracted supplier ensures all work performed and/or equipment used on site complies with the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations). 5.3. To this end, the contracted supplier shall make available to SIU the valid letter of good conduct and shall ensure that its validity does not expire while executing this bid. 5.4. [NOTE TO PREPARERS:] Additional Health and Safety documentation can be required prior to commencement of the contract but mentioned at the bid stage. These include SHE Plan (Safety, Health, and Environment Plan); SHE File which contains the names of people assigned for Safety responsibilities and their certificates, this may also include information regarding the organisational safety hierarchy – line of command, and contingency plans.		
SERVICE PERFORMANCE LEVELS (MANDATORY)		
Service being Measured	Measurement	Maximum level
Conformance to specifications	Technical Specification	Minimum conformance to the SIU requirements as detailed in Evaluation Criteria

GENERAL CONDITIONS OF CONTRACT	
In this document words in the singular also mean in the plural and vice versa, words in the masculine mean in the feminine and neuter, and words such as “will/should” mean “must”. The SIU cannot amend the National Treasury’s General Conditions of Contract (GCC). SIU appends Special Conditions of Contract (SCC) providing specific information relevant to a GCC clause directly below the specific GCC clause and where the SIU requires a SCC that is not part of the GCC, the SIU appends the SCC clause after all the GCC clauses. No clause in this document shall conflict with another clause.	
GCC1	1. Definitions - The following terms shall be interpreted as indicated:
	1.1. “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

	1.2. "Contract" means the written an agreement entered between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations. 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally. 1.6. "Country of origin" means the place where the goods were mined, grown, or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components. 1.7. "Day" means calendar day. 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order. 1.9. "Delivery ex stock" means immediate delivery directly from stock on hand. 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained. 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA. 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
	1.13. "Fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the bidder of the benefits of free and open competition. 1.14. "GCC" means the General Conditions of Contract. 1.15. "Goods" means all 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 those functional services ancillaries 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. APPLICATION
	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 conflict with these general conditions, the special conditions shall apply.



STRIKING AGAINST CORRUPTION

GCC3	3. General
	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 eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
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
	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 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 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' 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 the following services, including additional services, if any, specified in SCC: 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 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 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 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 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. 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

	15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
	15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
GCC16	16. Payment
	16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. 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. 16.3. 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. 16.4. Payment will be made in Rand unless otherwise stipulated in SCC
GCC17	17. Prices
	17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, except for any price adjustments authorized in SCC or in the purchaser's request for bid validity extension.
GCC18	18. Contract amendment
	18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
GCC19	19. Assignment
	19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
GCC20	20. Subcontract
	20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract
GCC21	21. Delays in supplier's performance
	21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

	21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available. 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties. 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
GCC22	22. Penalties
	22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
GCC23	23. Termination for default
	23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: 23.1.1. if the supplier fails to deliver any or all the goods within the period(s) specified in the contract, 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or 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. 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services like 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. 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years. 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time 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. 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
	23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

	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; and 23.6.4. 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. 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
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 any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
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. 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 wilful 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.
GCC29	29. Governing language
	29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
GCC30	30. Applicable law
	30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC31	31 Notices
	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. 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
GCC32	32. Taxes and duties
	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 fees, etc., 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 National Industrial Participation (NIP) Programme

	33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
GCC34	34. Prohibition of restrictive practices
	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.



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 more than 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
	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 GCC13.2 4.4. Contract management verifies all cost adjustment applications prior to giving approval.
BID SCC 5	Intellectual property provided in the bid invitation
	5.1. The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation provided by the SIU to the Bidder, both successful and unsuccessful, remain the property of the SIU.

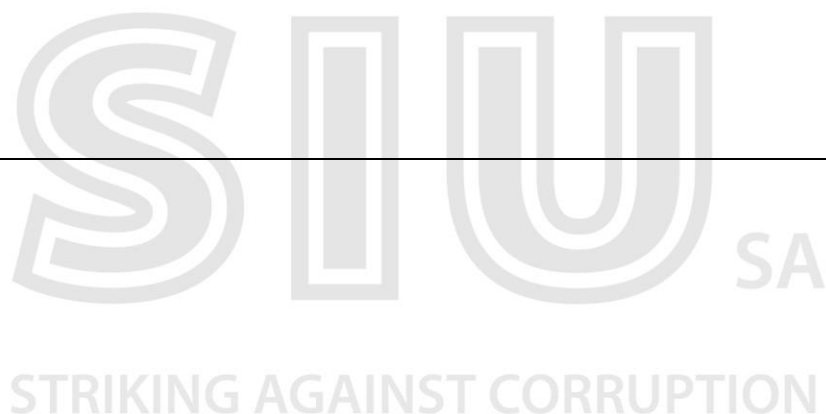
BID SCC 6	Intellectual property contained in the deliverables
	6.1. The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation required as part of the delivery to the SIU reside with the SIU.
BID SCC 7	Third Party Warranty
	7.1. Where the contracted party sources goods or services from a third party, the contracted party warrants that all financial and supply arrangements are agreed between the contracted party and the third party.
BID SCC 8	Third Party Agreements
	8.1. No agreement between the contracted party and the third party is binding on the SIU.



SIU SA

STRIKING AGAINST CORRUPTION

BIDDERS DETAIL RESPONSE FORMING PART OF CONTRACT														
1	Proposal to Technical Specification													
BIDDERS DETAIL PRICE SCHEDULES														
2	SBD 3.1 as set out in this document													
BID SUBMISSION CERTIFICATE FORM - (SBD 1)														
	I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to the SPECIAL INVESTIGATION UNIT in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted.													
	My offer remains binding upon me and open for acceptance by the SPECIAL INVESTIGATION UNIT during the validity period indicated and calculated from the closing time of Bid Invitation.													
	The following documents are deemed to form and be read and construed as part of this offer / bid even where integrated in this document: <table border="1"> <tbody> <tr> <td>Invitation to Bid (SBD 1)</td> <td>Specification(s) set out in this Bid Invitation inclusive of any annexures thereto</td> </tr> <tr> <td rowspan="2">Bidder's responses to specifications, capability requirements and capacity as attached to this document</td> <td>Pricing Schedule(s) (SBD3.1) including detailed schedules attached</td> </tr> <tr> <td>CSD Compliance status as per CSD report form</td> </tr> <tr> <td>Declaration of Interest (SBD4);</td> <td></td> </tr> <tr> <td colspan="2">Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017 (SBD6.1) and the BBBEE certificate</td> </tr> <tr> <td></td> <td>Conditions of contract as set out in this document (GCC)</td> </tr> <tr> <td>NIPP Obligations (SBD 5) where applicable</td> <td>Local Content Certification (SBD 6.2) where applicable</td> </tr> </tbody> </table>	Invitation to Bid (SBD 1)	Specification(s) set out in this Bid Invitation inclusive of any annexures thereto	Bidder's responses to specifications, capability requirements and capacity as attached to this document	Pricing Schedule(s) (SBD3.1) including detailed schedules attached	CSD Compliance status as per CSD report form	Declaration of Interest (SBD4);		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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NIPP Obligations (SBD 5) where applicable	Local Content Certification (SBD 6.2) where applicable													



I confirm that I have satisfied myself as to the correctness and validity of my offer / bid in response to this Bid Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Bid Invitation; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

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

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

I certify that the information furnished in these declarations (SBD4, 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	
SIGNATURE	
DATE	
Witness 1	
NAME	
SIGNATURE	
DATE	
Witness 2	
NAME	
SIGNATURE	
DATE	

