



SIU_{SA}

STRIKING AGAINST CORRUPTION

INVITATION TO BID (SBD 1)

on procurement requirements

2025

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

Bid Number	RFP 05/12/2025/CL
Project Name	Appointment of a Panel of Attorneys/Law Firms to provide the SIU with the Civil Litigation and other legal support services on amongst others, Administrative, Labour and Constitutional Law to all Special Investigating Unit (SIU) Offices, on an "as-and-when required" basis for a period of five (5) years with an option to renew for further 3 years.
Issue Date	11 December 2025
Non - Compulsory briefing session	19 January 2026 @11h00 – 13h30 Access the Special Investigating Unit ("SIU") website www.siu.org.za 1. Go to the Supply Chain Management tab, 2. Click on the link that will be published.
Due Date for Bidders queries	22 January 2026 @16h00
Responses to Bidder Queries	26 January 2026 (Close of business)
Closing Date and Time	26 February 2026 @ 11:00
Preferential procurement system applicable:	90/10, (system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
Validity period from date of closure:	240 days
Validity (price) Expiry Date	24 October 2026
Standard Bidding Documents	
Bidders must complete and sign the listed documents below to validate that all documents included in the response to this invitation. 1. SBD 1 – Invitation to bid (Part A and B) 2. Annexure A-Pricing Schedule 3. SBD 4 - Bidder's Disclosure 4. SBD 6.1 - Preference Points Claimed 5. Contract Form (SBD 7) and the Master Service Agreement to be completed by the. The successful bidders. will sign the written	

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

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:		RFP 05/12/2025/CL		CLOSING DATE: 26 February 2026	
				CLOSING TIME: 11H00	
DESCRIPTION	Appointment of a Panel of Attorneys/Law Firms to provide the SIU with the Civil Litigation and other legal support services on amongst others, Administrative, Labour and Constitutional Law to all Special Investigating Unit (SIU) Offices, on an "as-and-when required" basis for a period of five (5) years with an option to renew for further 3 years.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
74 Watermeyer Street					
Rentmeester Building					
Meyerspark, 0184					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Malesela Sebola		CONTACT PERSON	Malesela Sebola	
TELEPHONE NUMBER	012 840 0077		TELEPHONE NUMBER	012 840 0077	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	scm@siu.org.za		E-MAIL ADDRESS	scm@siu.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] ☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
--	--	---	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐
 YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐
 YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐
 YES ☐ NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

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 on or before the closing date and time. Failure to adhere to the instruction will result in the disqualifications of the potential bid. Bids are not to be delivered to any other SIU office but at the above address.	
Bidders are required to clearly state the Bid Name, Bid Number and Bidder's (organization) Name, Postal Address, Contact Name, Telephone Number, and email address.	

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

Bidders must ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. Bidders must ensure that they sign off the submission register at the SIU's reception when delivering their proposal. Failure to sign the bid may result in the bid being

disqualified/disadvantaged. Bidders must advise their respective couriers/drivers of the above instruction(s) to avoid misplacement of bid.

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

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

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

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

Non-submission of these marked documents on **Table B** 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, **11h00**. The bidder's name 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

The 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, the 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 respond to reasonable request (s) within reasonable timelines, this includes the set deadline per request,
- Bid rigging/collusive behaviour by the bidder will result in disqualification. A bidder is not permitted to submit proposal from more than one registered company with a common director/shareholder.
- This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations - 2022.

- This bid is subject to the General Conditions Contract (GCC) and Special Conditions of Contract (SCC) as stipulated in this invitation.
- By signing and submitting this Bid, the SIU accepts that the Bidder has read and accepted these Conditions of Contract.

Registration on the Central Supplier Database (CSD):

The bidder must register on the National Treasury's Central Supplier Database in order to do business with an organ of state or for the SIU to consider a bid. 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>

SET OF BID DOCUMENTS REQUIRED	
ORIGINAL BID FILE (Hardcopy File)	1
1. Bidders must submit the bid in a hard copy format (paper document) to the SIU. 2. 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. 3. The bidder is required to attach certified copies of any certificates stipulated in this document to these original sets of bid documents. Any discrepancy between the master (original bid file) and the copy, the master/original bid file will take precedence over the copy. Any discrepancy between the original bid file deposited to the SIU and the file that is kept by the bidder, the original bid file deposited with the SIU is the master contract for both parties.	
COPY OF THE ORIGINAL BID FILE (Hard Copy)	1
1. Bidders must mark documents as either "Original" or "Copy".	
TWO ENVELOPE SYSTEM	Yes
1. The bidder is required to group documents into "PROPOSAL" and "PRICING" Sections. 2. 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. 3. The first envelope (Technical Proposal): holds all documents excluding the pricing proposal and detailed supporting pricing documentation. 4. The second envelope (Financial Proposal): holds all the supporting pricing documentation. (An outer envelope encloses both envelopes that have the envelope addressed as stated in this document.)	

Note: 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.

RETURNABLE DOCUMENTS

Bidders must use the table as checklist to ensure that all the Administrative Documents are included and returned to SIU.

Table: A – Checklist for administrative requirements

Administrative Requirements Envelope 1	Submitted	Not Submitted
1. CIPC Company Registration		
2. SARS Pin		
3. Bid Document		
4. Copy of the CSD Report		
5. SBD Documents (Completed & signed)		
a. SBD 1 – Invitation to bid (Part A and B)		
b. SBD 4 - Bidder's Disclosure		
c. SBD 6.1 - Preference Points Claimed		
6. B-BBEE Certificate/Sworn of Affidavit		

Table B: PROPOSED RESOURCES - The Bidders must complete Table B, with the names of the proposed resource (s) to be evaluated.

Resource	Fields		
	Civil Litigation	Labour	Administrative & Constitutional Law
Proposed name of the Director(s)			
Proposed name of the Senior(s) Associate			
Proposed name of the Junior Associate(s)			

N/B: if one of the resources mentioned above fails to meet the mandatory requirements in Table D below, the bidder will be disqualified in that field.

TABLE C: PROVINCE(S) AND FIELD(S) BIDDING FOR, WHERE THE BIDDER IS REGISTERED WITH THE LPC

The bidders must **indicate with an X** the province(s) and the field(s) they are bidding for, where they are registered with the LPC below:

No	Province/s	The bidder must indicate the province they are bidding for.	Field(s)		
			Civil Litigation	Labour Law	Administrative and Constitutional Law
1.	Gauteng Provincial Office,				
2.	Eastern Cape Provincial Office,				
3.	Western Cape Provincial Office,				
4.	KwaZulu Natal Provincial Office,				
5.	Free State Provincial Office,				
6.	Northwest Provincial Office,				
7.	Northern Cape Provincial Office,				
8.	Limpopo Provincial Office, and				
9.	Mpumalanga Provincial Office.				

N/B: The bidder must have a physical office in the province that they are bidding for under table C where they are registered with the LPC as per nr 8 below in mandatory requirements, and failure to meet the mandatory requirements in Table D below, the bidder will be disqualified in that province(s) and field(s).

Table D: MANDATORY REQUIREMENTS

Bidders must mark with **(x)** Comply or Not Comply to confirm their compliance to the mandatory requirements and submit proof. Failure To Provide or Meet Below Mandatory Requirements will result in disqualification, and the bid will not be considered for further evaluation.

Mandatory Requirements Requirements will lead to automatic	Comply	Not Comply
1. CSD Registration Bidder must be Registration on the Government's National Treasury Central Supplier Database (CSD).		
2. Letters of Good Standing (for all the proposed Resources) Bidder must provide a valid Letter of Good Standing at the closing date and time of the bid from the appropriate Legal Practice Council (LPC) for each of the proposed Resources indicated in Table B: Proposed Resources.		
3. Admission certificate Bidder must provide an Admission Certificate as a legal practitioner by the High Court of South Africa for each of the proposed Resources indicated in Table B: Proposed Resources.		
4. Right of Appearance Certificate Bidder must provide the Right of Appearance Certificate as a legal practitioner by the High Court of South Africa) for each of the proposed Resources indicated in Table B: Proposed Resources.		
5. Fidelity Fund Certificates (for all the proposed Directors listed in Table B) Bidder must provide a Fidelity Funds Certificate(s) of all the director/s from the appropriate Legal Practice Council (LPC) for each of the proposed Resources indicated in Table B: Proposed Resources.		
6. Proof of address (Issued by the Relevant LPC) The bidder must have a physical office in the province that they are bidding for in Table C above, where they are registered with the LPC. No other proof of address will be accepted by the SIU. A Letter from the Legal Practice Council (LPC) confirming the physical address of the bidder.		

Mandatory Requirements Requirements will lead to automatic	Comply	Not Comply
This letter must be in the name of the bidder not any other person.		

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.
<u>Award Criteria</u> - 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. - SIU requires last three (3) years Audited Financial Statement (AFS), If Audited Financial Statements are not available, the bidder should provide justifiable reasons and provide the SIU with a copy of the latest Unaudited AFS/ Management Accounts signed off by the directors/members/ management " certifying accuracy and completeness of the said AFS and - The SIU reserves the right not to award a bid if the bidding entity's financial statements and/or supporting financial information creates reasonable doubt to the SIU, in its sole discretion, that the bidder would not be able to meet its short- and longer-term financial commitments. - 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. - In terms of SIU's procedures, SIU will subject the prospective bidder to vetting process in terms of State Security Agency (SSA), should such vetting results have a negative outcome as per SSA and SIU procedures, SIU reserves the right not to award the bid to the subjected/recommended/highest scoring bidder.
Response Preparation Costs The SIU is NOT liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site visits/presentations.

Cancellation Prior to Awarding

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

Collusion, Fraud and/or Corruption

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

Fronting

The SIU, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes and where applicable, conduct or initiate the necessary enquiries/investigation, to determine the accuracy of the representation made in the bid documents. Should any of the fronting indicators as contained in the "Guidelines on complex Structures and Transactions and Fronting", issued by the Department of Trade and Industry, be established during such inquiry/investigation, the onus will be on the bidder to prove that fronting does not exist. Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies the SIU may have against the bidder concerned.

Confidentiality

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

Sub-contracting Direct

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

Information Provided in The Procurement Invitation

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

The Bidders Particulars	
	Name of Bidder (As stated on the Central Supplier Database registration report)
	Represented By
	Represented By (Optional contact person)
	Physical Address
	Postal Address
	Telephone Number
	Cell Phone Number
	Facsimile Number
	E-Mail Address

	VAT Registration Number	
	Total Number of Employees	
	Company Registration Number (If Applicable)	
	Describe Principal Business Activities	
	Type of Company/Firm [Tick Applicable Box]	
	Partnership/Joint Venture/Consortium	
	Close Corporation	
	(Pty) Limited	
	One person business/sole proprietor	
	Company	
	Other	
	Company Classification [Tick applicable box and provide short description]	
	Manufacturer:	
	Supplier:	
	Professional Service Provider:	
	Construction:	
	Logistics:	
	Other:	

Total Number Of Years The Company/Firm Has Been In Business			
Tax Clearance Compliance			
The National Treasury Supplier Database (CSD) report reflect an overall Tax Compliant Status.			Yes/No
Tax Clearance Certificate Expiry date			
Tax Compliance System Pin Number			
Supplier Is On The National Treasury's Central Supplier Database			
Supplier Number	M	Unique Registration Reference Number (36 digit)	
Preference Claim			
Preference claim form been submitted for your preference points? (SBD 6.1)			Yes/No/NA
A B-BBEE status level verification certificate must support preference points claimed. Has this been submitted?			Yes/No/NA
Who issued the B-BBEE certificate [Tick applicable box]			
A verification agency accredited by the South African Accreditation System (SANAS);			Yes/No/NA
Affidavit confirming turnover and black ownership or Companies and Intellectual Property Commission Certificate confirming turnover and black ownership certified by the registered Commissioner of Oaths			Yes/No/NA

	Any other requirement prescribed in terms of Broad-Based Black Economic Empowerment	Yes/No/NA
	Are you the accredited representative in South Africa for the goods/services/works offered?	
	YES or NO, If YES enclose proof in an annexure and summarized detail below	

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 purpose of this tender is to invite and find suitably qualified service providers to submit proposals for the appointment of a Panel of Attorneys/Law Firms to provide the SIU with the Civil Litigation and other legal support services on amongst others, Administrative, Labour and Constitutional Law to all Special Investigating Unit (SIU) Offices, on an "as-and-when required" basis for a period of five (5) years with an option to renew for further 3 years.

Contract period.

Five (5) years with an option to renew for further 3 years.

1. INTRODUCTION

- 1.1. The purpose of the Request for Proposal (RFP) is to solicit proposals of bids from Panel of Attorneys/Law Firms to provide the SIU with the Civil Litigation and other legal support services on amongst others, Administrative, Labour and Constitutional Law to all Special Investigating Unit (SIU) Offices, on an "as-and-when required" basis for a period of five (5) years with an option to renew for further 3 years.

- 1.2. The use of the Panel will be additional to the SIU's own internal legal capacity to provide legal support services to the SIU
- 1.3. SIU may from time to time utilise the services of the aforesaid panellists to provide legal support services to the SIU, which assistance may include instituting or defending legal proceedings on behalf of or against SIU and/or provision of legal opinions.
- 1.4. Bidders should note that the SIU may also make use of the legal services of the Office of the State Attorneys and in exceptional circumstances may also use other RFQ sourced services from other firms which do not constitute the panel.

2. BACKGROUND

- 2.1. The SIU is an independent statutory body established by proclamation R118 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 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.
- 2.2. 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 State Institutions for, inter alia, the recovery by means of action and or application, namely interdicts, resistant, preservation and forfeiture order.

3. TERMS OF REFERENCES

- 3.1. The SIU has presence in all the province of the Republic of South Africa. To ensure effective and efficient service and to save cost associated with using firms outside the relevant province in which the service is required and/or in which case emanates, SIU envisaged to appoint prospective bidders from each province in terms of the numbers highlighted below.
- 3.2. For practicality purposes, it is proposed that evaluation of bids in respect of each province will be conducted separately so that the numbers required may be attained judiciously after a fair, open and transparent evaluation process upon the competitive prospective Bidders/ Service Provider from each Province.
- 3.3. The SIU intend to appoint a panel of attorneys.

3.4. The **Table E** below indicates the number of legal firms per province.

Table E: Allocation of legal firms per province per field.

No	Province	Maximum number of Award	Number of bidders per province per fields		
			Civil Litigation	Labour Law	Admin & Constitutional Law
1	Gauteng Provincial Office	17	10	5	2
2	Eastern Cape Provincial Office	9	5	2	2
3	Western Cape Provincial Office	9	5	2	2
4	KwaZulu Natal Provincial Office	9	5	2	2
5	Free State Provincial Office	9	5	2	2
6	Northwest Provincial Office	9	5	2	2
7	Northern Cape Provincial Office	9	5	2	2
8	Limpopo Provincial Office and	9	5	2	2
9	Mpumalanga Provincial Office.	9	5	2	2
Total number of fields per province		89	50	21	18

3.5. SIU intends to constitute a panel of attorneys.

3.6. The bidders will be required to provide the below listed services:

3.7. Legal Support Services

3.7.1. The service providers are to provide the following legal services; i. **Civil litigation**, ii. **Legal advisory services**, iii. **Legislative drafting services** and will do the following amongst others:

3.7.2. Assist and advise the SIU on all aspects relevant to conducting and concluding civil litigation.

3.7.3. Assist the SIU in the preparation for, institution of, conducting of and enforcement of all steps and processes relevant to civil litigation.

3.7.4. Ensure the briefing of appropriate Counsel to conduct civil litigation and continue interaction with such Counsel.

3.7.5. Ensure compliance with processes required by relevant civil procedure prescripts, including, but not limited to service of processes and preparation, indexing and pagination of court files.

3.7.6. Advice on criminal Law proceedings including POCA and PACOCAA.

3.7.7. Execute judgements and ensure administration of assets under preservation restraint and forfeiture orders.

3.7.8. Procurement related matters and applicable legislative prescripts.

- 3.7.9. Policy development and legislative development.
- 3.7.10. Interpretation of statutes and regulations and rules.

3.8. **Labour Law**

- 3.8.1. Advice on all dispute that arise out of employment relationship.
- 3.8.2. Appear on behalf of SIU in all employment related forums such as the CCMA, Labour Court etc.
- 3.8.3. Provide litigation services in all areas of labour law.

3.9. **Administrative and Constitutional Law**

- 3.9.1. Contract Law
- 3.9.2. Intellectual Property Law
- 3.9.3. Commercial Law
- 3.9.4. Provide litigation services in all commercial law/corporate law related matter.

4. **APPOINTMENT OF PANEL MEMBERS**

- 4.1. Only bidders that reach a minimum of **70 out of 80 points (desktop evaluation) and minimum of 15 points out of 20 points (presentation evaluation) will be assessed further on the SIU acceptable rates and apply the Price, B-BBEE and Specific Goals.**
- 4.2. The highest point scoring bidders will be appointed to the panel as per the province's maximum requirements.
- 4.3. The allocation of work will (as far as possible or reasonable) be done on rotational bases.
- 4.4. The allocation/briefing/contracting of service providers for a specific work assignment will be facilitated by the Supply Chain Management (SCM) in consultation with members of the Civil Litigation Unit of the SIU.
- 4.5. There is no guarantee that a service provider on the panel will be briefed/contracted for any specific work assignments during the tenure of this contract – work will be allocated on “an as and when required” basis.
- 4.6. Assignments will be structured as work packages that clearly define the scope and objective of work, proposed timeframes, expected duration (hours), and expected deliverables amongst others.
- 4.7. Bidders shall be required to be competent and experienced in all aspects, unless the SIU in its sole discretion deems it necessary to deviate from this requirement.
- 4.8. Bidders will be notified of their appointment to the Panel, by means of an official Letter of Appointment/Award letter issued by the SIU's Supply Chain Management Department. No other communication in any form from any other official/member or employee of the SIU shall constitute a valid appointment to the Panel. However, appointment to the Panel will

be conditional upon the successful bidder signing the relevant Contract with the SIU – any failure or undue delay in securing a signed Contract between the successful Bidder and the SIU will result in the withdrawal of the award for the defaulting successful bidder.

- 4.9. Bidders will be notified of their appointment through the issuing of an appointment letter by the Supply Chain Management (SCM) to render services for a particular scope/matter/project.
- 4.10. Once the appointment is concluded, members of the Civil Litigation Unit of the SIU will issue an instruction letter to the appointed bidder. No other communication in any form from any other official shall constitute a valid instruction/appointment.
- 4.11. The SIU reserves the right upon following due process to cancel the contract due to poor performance or for any other reason acceptable in law.

5. UTILISATION OF THE PANEL MEMBERS

- 5.1. When the SIU is in need legal support services to be rendered, the SIU will engage the bidders who have been successfully included on the panel to render the required services.
- 5.2. The allocation of work will (as far as possible) be done on a rotational basis. The SIU reserves the right to change the rotation model, and/or to request quotes from panel members from time to time, for specific projects or assignments.
- 5.3. If the successful bidder intends allocating resources other than those identified or proposed by the successful bidder, the SIU reserves the right to request the qualifications and any other relevant documents, the SIU may subject the resources to its internal vetting processes.
- 5.4. The SIU reserves the right to negotiate hourly rates/quote submitted by successful bidders.
- 5.5. Bidders will be notified of their appointment through the issuing of an appointment letter by the Supply Chain Management (SCM) to render services for a particular scope/matter/project.
- 5.6. Once the appointment is concluded, members of the Civil Litigation Unit of the SIU will issue an instruction letter to the appointed bidder. No other communication in any form from any other official shall constitute a valid instruction/appointment.
- 5.7. In the event of circumstances arising that make it impossible to appoint the service provider from the panel (e.g. due to a conflict of interest), the SIU will have the full discretion to appoint another services provider listed on the panel or to make use of the Office of the State Attorney.

6. TENDER EVALUATION PROCESS

Evaluation Requirements and stages	
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). Only bidders who have complied with all the steps will be considered for inclusion. The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included). (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). The evaluation of the bids will be conducted as follows: • Stage 1: Mandatory requirements • Bidders warrant that their bid/proposal documents have, as a minimum, the specified documents required for evaluating their proposals. On the tables above, the SIU provided the Returnable Document Checklist listing these including which documents are administrative and mandatory to the bidders. • The SIU will evaluate only bid responses that are 100% acceptable in terms of the mandatory/administrative compliance requirements. The SIU will disqualify bidders not compliant with the mandatory/administrative compliance requirements, to proceed further for Stage 2. • Stage 2: Phase 1 – Desktop Functionality Evaluation • The first assessment of quality will be done in terms of the evaluation criteria and the minimum threshold of <u>70 out of 80 points</u> explained below. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation.

- **Stage 2 – Phase 2 – Presentation Evaluation**

- The first assessment of quality will be done in terms of the evaluation criteria and the minimum threshold of **15 out of 20 points** explained below. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation.

- **Stage 3 – Acceptable rates (Annexure A) and the Price, B-BBEE and Specific Goals principle.**

- Only bidders who achieved the minimum predefined presentation threshold of **15 out of 20 points** will be assessed further on the SIU acceptable rates and apply the Price, B-BBEE and Specific Goals principles.
- The highest point scoring bidders will be appointed to the panel as per the province's maximum requirements.



Stage 2: Phase 1- Desktop Functionality Evaluation

Table 1:

Summary of Evaluation Criteria

NO	EVALUATION CRITERIA	MAXIMUM POINTS
DESKTOP EVALUATION		
1	Experience of the Director (i.e Director of the Law Firm) in field(s) they have selected (Civil Litigation and/or Labour Law and/or Administrative and Constitutional Law)	40
2	Experience of Senior Associate or such equivalent in field(s) they have selected (Civil Litigation and/or Labour Law and/or Administrative and Constitutional Law)	25
3	Experience of Junior Associate or such equivalent in field(s) they have selected (Civil Litigation and/or Labour Law and/or Administrative and Constitutional Law)	15
	Total Points for Desktop Evaluation	80
MINIMUM THRESHOLD		70

Note:

1. Only bidders that score the minimum of **70 points** will be invited for presentations



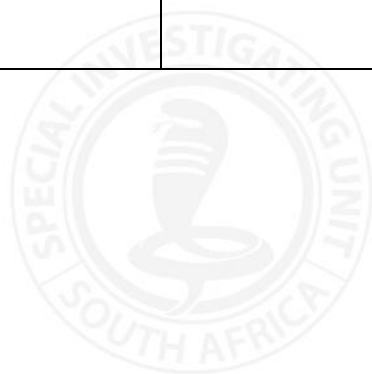
Stage 2: Phase 2 - PRESENTATION EVALUATION – bidder will be invited for presentation on the field(s) they have met the minimum threshold under Phase 1.

Table 2: Presentation Evaluation

NO	EVALUATION CRITERIA	MAXIMUM POINTS
PRESENTATION EVALUATION		20 points
1	Civil Litigation	
2	Labour Law	
3	Administrative and Constitutional Law	
TOTAL POINTS		20
MINIMUM THRESHOLD		15

STAGE 2: PHASE 1- DESKTOP FUNCTIONALITY EVALUATION

#	Evaluation Criteria	Documents for Evaluation Purposes (Source Document)	Scoring Criteria	Maximum points
1	<u>Experience of the proposed Director indicated in Table B</u> The Curriculum Vitae (CV) must cover the experience of the director in either of the field(s)	CV of the proposed legal practitioner as a director indicated in Table B.	<u>No experience indicated in the CV</u> Evaluation rating 0 equals to non-allocation of points, to the bidders who fail to submit the required CV or submitted CV's which are not relevant or contain irrelevant information.	40



#	Evaluation Criteria	Documents for Evaluation Purposes (Source Document)	Scoring Criteria	Maximum points
	below in line with what the bidder is bidding for: 1.Civil Litigation, 2.Administrative and Constitutional Law 3.Labour Law		Evaluation rating 1 equals to 15 points Five (5) years- Eight (8) years' experience post admission as Legal Practitioner of the High Court. The duration of any periods that the person did not actively practice law (for whatever reason) must be declared and subtracted from the years of experience. Evaluation rating 2 equals to 30 points Above eight (8) - ten (10) years' experience post admission as Legal Practitioner of the High Court. The duration of any periods that the person did not actively practice law (for whatever reason) must be declared and subtracted from the years of experience. Evaluation 3 rating equals to 40 points More than ten (10) years of experience post admission as Legal Practitioner of the High Court. The duration of any periods that the person did not actively practice law (for whatever reason) must be declared and subtracted from the years of experience.	
2	<u>Experience of the proposed Senior Associate indicated in Table B</u>	CV of the proposed legal practitioner as a senior associate indicated in Table B.	No experience indicated in the Profile/CV = 0 point Evaluation rating 0 equals to non-allocation of points, to the bidders who	25

#	Evaluation Criteria	Documents for Evaluation Purposes (Source Document)	Scoring Criteria	Maximum points
	The Curriculum Vitae (CV) must cover the experience of the Senior Associate in either of the field(s) below in line with what the bidder is bidding for: 1.Civil Litigation, 2.Administrative and Constitutional Law 3.Labour Law		fail to submit the required CV or submitted CV's which are not relevant or contain irrelevant information. Evaluation rating 1 equals to = 10 points Three (3) to five (05) years' experience post admission as Legal Practitioner of the High Court. The duration of any periods that the person did not actively practice law (for whatever reason) must be declared and subtracted from the years of experience. Evaluation rating 2 equals to 15 points Above Five (05) to Seven (07) years' experience post admission as Legal Practitioner of the High Court. The duration of any periods that the person did not actively practice law (for whatever reason) must be declared and subtracted from the years of experience.	



#	Evaluation Criteria	Documents for Evaluation Purposes (Source Document)	Scoring Criteria	Maximum points
			Evaluation rating 3 equals to 25 points Above Seven (07) years of experience post admission as Legal Practitioner of the High Court. The duration of any periods that the person did not actively practice law (for whatever reason) must be declared and subtracted from the years of experience.	
3	<u>Experience of the proposed Junior Associate indicated in Table B</u> The Curriculum Vitae (CV) must cover the experience of the Junior Associate in either of the field(s) below in line with what the bidder is bidding for: 1.Civil Litigation, 2.Administrative and Constitutional Law 3.Labour Law	CV of the proposed legal practitioner as a junior associate indicated in Table B.	<u>No experience indicated in the Profile/CV</u> Evaluation rating 0 equals to non-allocation of points, to the bidders who fail to submit the required CV or submitted CV which are not relevant or contain irrelevant information. Evaluation rating 1 equals to 05 points Three (3) to Four (4) years' experience post admission as Legal Practitioner of the High Court. The duration of any periods that the person did not actively practice law (for whatever reason) must be declared and subtracted from the years of experience. Evaluation rating 2 equals to 10 points	15

#	Evaluation Criteria	Documents for Evaluation Purposes (Source Document)	Scoring Criteria	Maximum points
			Above Four (4) to Six (6) years' experience post admission as Legal Practitioner of the High Court. The duration of any periods that the person did not actively practice law (for whatever reason) must be declared and subtracted from the years of experience. Evaluation rating 3 equals to 15 points Above Six (6) years of experience post admission as Legal Practitioner of the High Court. The duration of any periods that the person did not actively practice law (for whatever reason) must be declared and subtracted from the years of experience.	
Minimum Threshold				70 points
Overall score				80 points
Only bidders who achieved the minimum predefined functionality/quality threshold of 70 out of 80 points will be evaluated further on Presentation (Phase 2).				
Stage 2 – Phase 2 – Presentation Evaluation – Each field will be evaluated separately out of 20 points, and the bidder must score at least a minimum of 15 out of 20 points to proceed to Stage 3.				
1	Civil Litigation	1. What is your understanding of procurement law and present case(s) that your law firm has handled	No relevant knowledge demonstrated = 0 points	20 points



#	Evaluation Criteria	Documents for Evaluation Purposes (Source Document)	Scoring Criteria	Maximum points
		demonstrating all of the below fields: (a) review applications, b) preservation, c) forfeiture and d) interdict applications.	- Presented <u>one (1) case</u> relevant to procurement law and or administrative law addressing all the four (4) fields = 10 points - Presented <u>two (2) cases</u> relevant to procurement law and or administrative law addressing all the four (4) fields = 15 Points - Presented <u>three (3) and more cases</u> relevant to procurement law and or administrative law addressing all the four (4) fields = 20 points	
2	Labour Law	1. What is your understanding of Labour law and present case(s) that your law firm has handled at any of the above-mentioned fields: a) Internal Disciplinary hearing or matter at CCMA or Labour court.	- No relevant knowledge demonstrated = 0 points - Presented <u>one (1) case</u> relevant to Disciplinary hearing or CCMA or the Labour court = 10 points. - Presented <u>two (2) cases</u> relevant to Disciplinary hearing or CCMA or the Labour court = 15 Points.	20 points



#	Evaluation Criteria	Documents for Evaluation Purposes (Source Document)	Scoring Criteria	Maximum points
			Presented three (3) and more <u>cases</u> relevant to Disciplinary hearing or CCMA or the Labour court = 20 points.	
3	Administrative and Constitutional Law	- What Is your understanding of Constitutional law and present case(s) that your law firm has handled demonstrating the below mentioned litigation process. - Indicate litigation with a constitutional challenge that you were involved in and outcome thereof. Further indicate the applicable prescripts.	- No relevant knowledge demonstrated = 0 points - Presented <u>one (1) case</u> relevant to administrative law and or Constitutional law addressing litigation process = 10 points. - Presented <u>two (2) cases</u> relevant to administrative law and or Constitutional law addressing litigation process = 15 Points. - Presented <u>three (3) and more cases</u> relevant to administrative law and or Constitutional law addressing litigation process = 20 points	20 points
Minimum Threshold				15 points



#	Evaluation Criteria	Documents for Evaluation Purposes (Source Document)	Scoring Criteria	Maximum points
Overall Points				20 points
Only bidders who achieved the minimum predefined presentation threshold of 15 out of 20 points will be assessed further on <u>the SIU acceptable rates</u> and apply the Price, B-BBEE and Specific Goals.				

Stage 3 – Acceptable rates (Annexure A) and the Price, B-BBEE and Specific Goals principle.

- Only bidders who achieved the minimum predefined presentation threshold of **15 out of 20 points** will be assessed further on the SIU acceptable rates and apply the Price, B-BBEE and Specific Goals principles.
- The highest point scoring bidders will be appointed to the panel as per the province's maximum requirements.
- Step 1** - If two or more bidders score an equal total number of points, the award will be awarded to the bidder that scored the highest points for specific goals.
- Step 2** - If two or more bidders score equal total points in all respects, the award will be decided by the drawing of lots.



PRICING DETAIL

SBD 3.1

OFFER TO BE VALID FOR 240 DAYS FROM THE CLOSING DATE OF BID).

The bidders are required to complete the below **Pricing Schedule**:

Pricing Schedule

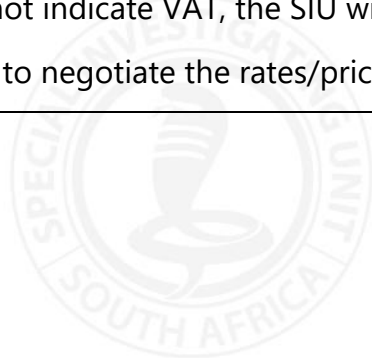
The bidders are required to complete Annexure A – PRICING SCHEDULE FOR THE FIELD BIDDING FOR.

Example if the bidder is bidding for Civil Litigation and Labour Law, the bidder must complete the Annexure A for both Civil Litigation and Labour Law.

The Pricing Schedule must be completed, signed and be submitted as part of the returnable documents.

Price conditions

- Bidders must apply their minds to the rates/prices/tariffs (reflected excluding VAT) prescribed by the SIU acceptable rate (as set out in the bid documents) and then submit firm/fixed bid rates/prices/tariffs reflecting the rates/prices/tariffs that bidders will charge the SIU for rendering these services, if appointed.
- Where travel is billable all such travel cost disbursement(s) will be limited either to the actual costs or to AA rates, economy class for flights, and accommodation cost as per the National Treasury Framework, whichever may be the lesser amount. Proof of all travel and accommodation costs paid by the successful Service Provider must accompany any invoices submitted to the SIU. The travel time is not billable, or the SIU will not pay for travelling hours. Therefore, travel time must be excluded for billable hours.
- If a price quotation does not indicate VAT, the SIU will deem the quote to be inclusive of VAT if the bidder is VAT registered.
- The SIU reserves the right to negotiate the rates/prices/tariffs with the recommended bidder(s).



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.

THE SIU RESERVES THE RIGHT TO IMPLEMENT PERIODIC INCREASES TO RATES THAT COULD INCLUDE A CPI RELATED ELEMENT AS WELL AS OTHER ELEMENTS IN ORDER TO ARRIVE AT AN UPDATED PRICE SCHEDULE. THIS PRICE INCREASE IS NOT NECESARILY ON AN ANNUAL BASIS AND THE SIU RESERVES TO THE RIGHT TO ADJUST PRICES OVER THE INITIAL AND SUBSEQUENTS CONTRACT TERMS IF APPLICABLE,

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 will determine the final contract value. Where the SIU detects that bona fide administrative or arithmetical errors have been made in the completion of the pricing schedule, it reserves the right to correct the errors in order to arrive at the final price for evaluation purposes.										
Preference Points Claimed (SBD 6.1)											
	NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022.										
	In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:										
	The following preference point systems are applicable to all bids: the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included). Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.										
s	The value of this bid is estimated 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> <tr> <th></th><th>POINTS</th></tr> <tr> <td>PRICE</td><td>90</td></tr> <tr> <td>B-BBEE STATUS LEVEL OF CONTRIBUTOR</td><td>8</td></tr> <tr> <td>SPECIFIC GOALS</td><td>2</td></tr> <tr> <td>Total points for Price and SPECIFIC GOALS</td><td>100</td></tr> </table>		POINTS	PRICE	90	B-BBEE STATUS LEVEL OF CONTRIBUTOR	8	SPECIFIC GOALS	2	Total points for Price and SPECIFIC GOALS	100
	POINTS										
PRICE	90										
B-BBEE STATUS LEVEL OF CONTRIBUTOR	8										
SPECIFIC GOALS	2										
Total points for Price and SPECIFIC GOALS	100										
	Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.										

The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

POINTS AWARDED FOR SPECIFIC GOALS

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

B-BBEE Status Level of Contributor	Number of Points
1	8
2	7
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0
Additional Specific goal	
More than 50% Black ownership	2
Total Number of Possible Points	10

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

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

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

Table:2

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

3.3. Company registration number:

3.4. TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One-person business/sole propriety

☐ Close corporation

☐ Public Company

☐ Personal Liability Company

☐ (Pty) Limited

☐ Non-Profit Company

☐ State Owned Company

[TICK APPLICABLE BOX]

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

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



	 SIGNATURE(S) OF TENDERER(S) SURNAME AND NAME: DATE: ADDRESS:	
	BID DECLARATION: B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF THE ABOVE TABLE:	
	B-BBEE Status level claimed	
	Preference Points claimed	
	BID DECLARATION: SUB-CONTRACTING	
	Will any portion of the contract be sub-contracted?	YES / NO
	If yes, indicate:	
	What percentage of the contract will be subcontracted?	
	Names of the sub-contractor	
	The B-BBEE status level of the sub- contractor	
	Whether the sub-contractor is an EME?	YES / NO
	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 as a result of points claimed as shown above, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.	

	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 as a result of having to make less favourable arrangements due to such cancellation. • Restrict the Bidder or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding ten (10) years, after the audi alteram partem (hear the other side) rule has been applied; and forward the matter for criminal prosecution; and Forward the matter for criminal prosecution.
--	---

Due Diligence Requirements	
	Written References from South African Revenue Services for either company 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 the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise employed by the state?	YES/NO															
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. <table border="1"> <thead> <tr> <th>Full Name</th> <th>Identity Number</th> <th>Name of State institution</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>		Full Name	Identity Number	Name of State institution												
Full Name	Identity Number	Name of State institution														

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.

	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 or not 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			

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.

the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN

TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON

PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT

SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

- 1.1. If the contract is awarded to the bidder, then the bidder must (at its sole expense) ensure that it has or can provide an address for service of Court/Special Tribunal papers within a 15 km radius (compliant with the Uniform Rules of the High Court).
- 1.2. Any or additional cost in respect of the provision of one or more service addresses within the stipulated 15 km radius, as referred to in (a) above, including fees and expenses of making use of correspondent attorneys etc., will be for the account of the successful bidders and such fees and expenses may not be passed on to the SIU.
- 1.3. Payment will be made no later than sixty (60) days after submission of a valid invoice (where applicable, a tax invoice) by the service provider/supplier that contains all the details that the SIU will require or otherwise prescribe and subject to a complete and accurate monthly statement being received within 5 working days after calendar month end. The 60-day period is to allow the SIU to follow all its sign off and authorisation processes to ensure proper governance and internal control steps are followed. Consequently, the service provider/supplier will not be entitled to charge/levy any interest on any outstanding invoices, for the first 60 days after submission of such invoices to the SIU.
- 1.4. Upon a matter/case/project being allocated to a service provider/supplier, and if the human capital and other resource(s) proposed by the service provider is/are not available before commencement of the matter/case/project or within 5 days from such allocation (whichever may occur first), the referred resource(s) will have to be withdrawn from the appointed/allocated matter/case/project and the

	recommended bidder will be required to change/replace such resource(s) with alternate resource(s) of at least equal or more competence to the initial approved resource(s). 1.5. If any appointed/allocated resource is changed/replaced at any time during the matter/case/project, justifiable reasons must be submitted to the SIU in writing, and the final decision is subject to the SIU's review and final approval. 1.6. An alternate replacement of resource(s) should be equal or more competent to the initial approved resource(s) and if the service provider/supplier failed to provide a resource that meets the standard of the SIU as per the terms and conditions/requirements of the case/matter/project, the SIU reserves the right to reject the proposed alternate resource or re-allocate the case/matter/project/work to another service provider/supplier. 1.7. The resource, whose CV/Profile was used during bid evaluation, must be the preferred resource used/allocated/assigned for SIU work, or such equivalent subject to SIU approval. 1.8. The appointment of Advocates and all other subject matter experts will be regulated by agreed processes, and the SIU must be consulted in the selection and proposed briefing of such advocates and subject matter experts by the successful bidder(s), and the SIU will have a final veto right in all respects. 1.9. If the bidder foresees the possibility of a conflict of interest, he/she/it must either decline the instruction from the SIU or make a formal declaration of the potential conflict of interest, in writing, to the SIU and seek the written approval from the SIU to proceed with the matter. If approval is granted by the SIU to proceed with the matter, the SIU reserves the right to direct reasonable guidelines to ensure that any such potential conflict of interest is avoided or mitigated, in as far as possible. If a conflict of interest arises, the SIU reserves the right (at any stage) to withdraw the instruction and to re-allocate the work to another successful bidder or the Office of the State Attorney.
--	---

	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.
--	--

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

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written an agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown, or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. " Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

	1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the bidder of the benefits of free and open competition. 1.14. "GCC" means the General Conditions of Contract. 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract. 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured. 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place. 1.18. "Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities. 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service. 1.20. "Project site," where applicable, means the place indicated in bidding documents. 1.21. "Purchaser" means the organization purchasing the goods. 1.22. "Republic" means the Republic of South Africa. 1.23. "SCC" means the Special Conditions of Contract. 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract. 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 are in conflict with these general conditions, the special conditions shall apply.
--	--

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 final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit. 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
GCC10	10. Delivery and Documentation
	10.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC. 10.2. Documents to be submitted by the supplier are specified in SCC.
GCC11	11. Insurance
	11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
GCC12	12. Transportation
	12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
GCC13	13. Incidental services
	13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods.

	13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods. 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods. 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
GCC14	14. Spare parts
	14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: 14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and, 14.1.2. in the event of termination of production of the spare parts: 14.1.2.1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and 14.1.2.2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
GCC15	15. Warranty
	15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that

	all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination. 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final 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, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
GCC18	18. Contract amendment
	18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
GCC19	19. Assignment
	19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
GCC20	20. Subcontract
	20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract
GCC21	21. Delays in supplier's performance
	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 of 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 similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated. 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 period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier. 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 the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
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 in excess of the ordered quantity. 1.4 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.

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, Checklist and Sign-Off

	I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to the SPECIAL INVESTIGATING UNIT (SIU) in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted.	
	My offer remains binding upon me and open for acceptance by the SPECIAL INVESTIGATING UNIT (SIU) during the validity period indicated and calculated from the closing time of Bid Invitation.	
	The following documents are deemed to form and be read and construed as part of this offer / bid even were integrated in this document:	
	Invitation to Bid (SBD 1)	Specification(s) set out in this Bid Invitation inclusive of any annexures thereto
	Bidder's responses to specifications, capability requirements and capacity as attached to this document	Pricing Schedule(s) (SBD3.1) including detailed schedules attached
		CSD Compliance status as per CSD report form
	Declaration of Interest (SBD4);	
	Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017 (SBD6.1) and the BBBEE certificate	
		Conditions of contract as set out in this document (GCC)
	NIPP Obligations (SBD 5) where applicable	Local Content Certification (SBD 6.2) where applicable
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	

STRIKING AGAINST CORRUPTION

