INVITATION TO BID (SBD 1)

on procurement requirements

2026

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

Bid Number	**RFP: 16/07/2026/SMR**
Project Name	**APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF A PERFORMANCE INFORMATION REPORTING SYSTEM AND MAINTENANCE & SUPPORT CONTRACT FOR A PERIOD OF 36 MONTHS WITH AN OPTION TO EXTEND WITH FURTHER 2 YEARS**
Issue Date	**16 July 2026**
Non-Compulsory Briefing Session	**23 July 2026 @ 11h00**
Closing Date and Time	**07 August 2026 @ 11h00**
Non - Compulsory briefing session	*The briefing session will be held on digital platform - to access the link, please access the Special Investigating Unit ("SIU") website, and go to the Supply Chain Management tab, the link will be published there. SIU website: www.siu.org.za*
Contract Period	**Thirty-six (36) months.**

Bid Description
APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF A PERFORMANCE INFORMATION REPORTING SYSTEM AND MAINTENANCE & SUPPORT CONTRACT FOR A PERIOD OF 36 MONTHS WITH AN OPTION TO EXTEND WITH FURTHER 2 YEARS
Bidders must sign the last signature page of the SBDs form validating all documents included in the response to this invitation.
The successful bidder will sign the written Contract Form (SBD 7) and the Service Agreement between the SIU and the successful bidder.

APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF A PERFORMANCE INFORMATION REPORTING SYSTEM AND MAINTENANCE & SUPPORT CONTRACT FOR A PERIOD OF 36 MONTHS WITH AN OPTION TO EXTEND WITH FURTHER 2 YEARS
Bidders must sign the last signature page of the SBDs form validating all documents included in the response to this invitation.
The successful bidder will sign the written Contract Form (SBD 7) with the SIU once the delegated authority has approved the award of the contract.

Bidder's name:	
National Treasury Central supplier database (csd) number:	**MAAA**

<table>
<tr><td>B-BBEE level</td><td colspan="2">Level:</td></tr>
<tr><td rowspan="2">Bidder’s contact details:</td><td>Tel/mobile:</td><td></td></tr>
<tr><td>Email:</td><td></td></tr>
<tr><td>Preferential procurement system applicable:</td><td colspan="2">80/20</td></tr>
<tr><td>Validity period from date of closure:</td><td colspan="2">180 days</td></tr>
<tr><td colspan="3">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</td></tr>
<tr><td colspan="3">Contract Form (SBD 7) and the Master Service Agreement to be completed by the. The successful bidders. will sign the written</td></tr>
<tr><td colspan="3">POPIA disclaimer: In line with the Protection of Personal Information Act, 4 of 2013, by responding to this RFQ, it is accepted that you have consented to your personal information being used and kept for processing your proposal. The SIU will ensure the protection and safeguarding of personal information. All information collected will not be shared with any third parties or used for purposes other than the intended purpose in line of the Supply Chain Management applicable Laws and National Treasury prescripts.</td></tr>
</table>

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: 16/07/2026/SMR**	CLOSING DATE:	07 AUGUST 2026	CLOSING TIME:	**11H00**
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF A PERFORMANCE INFORMATION REPORTING SYSTEM AND MAINTENANCE & SUPPORT CONTRACT FOR A PERIOD OF 36 MONTHS WITH AN OPTION TO EXTEND WITH FURTHER 2 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	Mpho Pitse		CONTACT PERSON	**Mpho Pitse**	
TELEPHONE NUMBER	**012 840 0074**		TELEPHONE NUMBER	**012 840 0074**	
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 before the closing date and time; failure will result in disqualifications. Bids are not to be delivered to any other SIU office but to the above address.	
Bidders are required to clearly state the Bid Name, Bid Number and Bidder's (organization) Name, Postal Address, Contact Name, Telephone Number, and email address.	

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

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

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

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

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

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

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

Bid Opening Procedure

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

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

Rejection of Bids

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

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

Registration on the Central Supplier Database (CSD):

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

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

Number of ORIGINAL documents for contract signing	1
Bidders must submit the bid in a hard copy format (paper document) to the SIU. The hard copy of these original sets of bid documents serves as the legal bid contract document and the master record between the bidder and the SIU. The bidder is required to attach originals or certified copies of any certificates stipulated in this document to these original sets of bid documents. Any discrepancy between the evaluation copies and the master (original) record, the master record will supersede the copy (s). Any discrepancy between the original sets deposited to the SIU and that kept by the bidder, the original set deposited with the SIU is the master contract for both parties.	
Number of EVALUATION copy:	2
Bidders must mark documents as either "Original" or "Copy for evaluation" and number all pages sequentially. The bidder is required to group documents into "PROPOSAL" and "PRICING" Sections	
Two envelope system required	Yes
The objective of the exercise is to evaluate the Proposals Section without reference to the Price Section ensuring both sections are evaluated fairly and in an unbiased manner. The first envelope holds all documents excluding the SBD3.1 and detailed supporting pricing documentation. The second envelope holds the SBD3.1 and the detailed supporting pricing documentation. (An outer envelope encloses both envelopes that have the envelope addressed as stated in this document.) The SIU will only open the proposal (technical functionality) – the first envelope – at the evaluation stage and only will open the pricing – the second envelope – for those bidders who meet the predefined functionality threshold at the proposal evaluation.	
Supply Chain Management Enquiries: All enquiries can only be done in writing not later than **27 July 2026 @ 14h00 PM** to scm@siu.org.za. Consolidated response queries will be issued to the bidders by the **29 July 2026.** www.siu.org.za. Bidders are not permitted to communicate with any SIU official, except the Supply Chain Management official (s) for anything pertaining to this bid.	

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Stage 1: Administrative Compliant documentation

- Compliance to Requirements including Mandatory (Please note that if the bid is submitted in a structure with more than one legal entity (holding company and subsidiary/more than one company in a joint venture, partnership or consortium, then all parties must submit relevant mandatory compliance documents in those legal entities names, i.e., CSD reports, BEE certificates, SBD forms, SARS tax pin etc).
- The structure in which the bid is submitted must be clearly indicated, and the relationships between the legal entities, i.e., holding company, subsidiary, etc. If reference letters are submitted it must be in the name of relevant legal entities within the bidding structure, i.e. if the reference letter is in the name of the subsidiary, and there is a holding company submitting the bid, then it must be indicated that the bid is submitted in those two legal entities names.)

RETURNABLE DOCUMENTS

Table A: Administrative Compliance

Administrative Requirements Envelope 1	**Comply**	**Not Comply**
1. SARS Pin		
2. Proof of Registration on the Government's National Treasury Central Supplier Database (CSD).		
3. 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		
Returnable Documents		
4. CIPC Company registration		
5. B – BBEE Certificate (South African Companies) or, for companies that have less than R10 million turnover, a sworn of affidavit is required. A copy of the template for this affidavit is available on the Department of Trade and Industry website https://www.thedti.gov.za/gazette/Affidavit_EME.pdf (Failure to submit sworn of affidavit will results in non-compliant on preference points system. Bidder will not score points to claim specific goals)		
6. Detail pricing in the SBD 3.1 format		

***NB!! SIU reserves the right to request any outstanding administrative documents or information after the closing date of the tender*.**

THE BIDDING PROCESS

This bid is evaluated through a three (3) stage process

Stage 1: Compliance to Administrative Compliance and Mandatory Requirement

Table A: Compliance to Administrative Requirements

Bidders warrant that their proposal document has, as a minimum, the specified documents required for evaluating their proposals as per Table A above.

SIU reserves the right to request any outstanding administrative documents or information after the closing date of the tender.

The SIU evaluates only bids responses that are 100% acceptable, in terms of the Returnable Document List.

Stage 2 – Evaluation of Bids against Specifications

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

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

Stage 3 – Price and Preference (Specific Goals)

Bidders who score a minimum qualifying threshold of **75 Points** on functionality, will proceed to be evaluated on Price and Preferences (Specific Goals).

Bid Procedure Conditions:

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

	Cancellation Prior to Awarding The SIU reserves the right to withdraw and cancel the Bid Invitation at any time, prior to the delegated official making an award.
	Collusion, Fraud and/or Corruption Any effort by Bidder(s) to influence the evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.
	Fronting The SIU, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes and where applicable, conduct or initiate the necessary enquiries/investigation, to determine the accuracy of the representation made in the bid documents. Should any of the fronting indicators as contained in the “Guidelines on complex Structures and Transactions and Fronting”, issued by the Department of Trade and Industry, be established during such inquiry/investigation, the onus will be on the bidder to prove that fronting does not exist. Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies the SIU may have against the bidder concerned.
	Confidentiality The successful Bidder agrees to sign a general confidentiality agreement with the SIU.
	Sub-contracting Direct The SIU does not enter any separate contracts with a sub-contractor whom an appointed supplier would wish to work with. Bidders are required to indicate on their

	proposal if they have any intention to sub-contract. Failure to disclose that, may lead to disqualifications/withdrawal of the contract.
	Information Provided in The Procurement Invitation All information contained in this document is solely for the purposes of assisting bidders to prepare their Bids. The SIU prohibits bidders from using any of the information contained herein for other purpose than those stated in this document.
THE BIDDERS' PARTICULARS	
	Name of Bidder (As stated on the Central Supplier Database registration report)
	Represented By
	Represented By (Optional contact person)
	Physical Address
	Postal Address
	Telephone Number
	Cell Phone Number
	Facsimile Number

	E-Mail Address	
	VAT Registration Number	
	Total Number of Employees	
	Company Registration Number (If 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:	

<table>
<tr><td></td><td colspan="3">Logistics:</td><td colspan="2"></td></tr>
<tr><td></td><td colspan="3">Other:</td><td colspan="2"></td></tr>
<tr><td></td><td colspan="3">Total Number of Years the Company/Firm Has Been In Business</td><td colspan="2"></td></tr>
<tr><td rowspan="3"></td><td colspan="5">Tax Clearance Compliance</td></tr>
<tr><td colspan="4">The National Treasury Supplier Database (CSD) report reflect an overall Tax Compliant Status.</td><td>Yes/No</td></tr>
<tr><td colspan="4">Tax Clearance Certificate Expiry date</td><td></td></tr>
<tr><td></td><td colspan="4">Tax Compliance System Pin Number</td><td></td></tr>
<tr><td rowspan="2"></td><td colspan="5">Supplier Is on The National Treasury’s Central Supplier Database</td></tr>
<tr><td>Supplier Number</td><td>M</td><td>Unique Registration Reference Number (36 digit)</td><td colspan="2"></td></tr>
<tr><td rowspan="3"></td><td colspan="5">Preference Claim</td></tr>
<tr><td colspan="4">Preference claim form been submitted for your preference points? (SBD 6.1)</td><td>Yes/No/NA</td></tr>
<tr><td colspan="4">A B-BBEE status level verification certificate must support preference points claimed. Has this been submitted?</td><td>Yes/No/NA</td></tr>
<tr><td colspan="6">Who issued the B-BBEE certificate [Tick applicable box]</td></tr>
<tr><td rowspan="2"></td><td colspan="4">A verification agency accredited by the South African Accreditation System (SANAS);</td><td>Yes/No/NA</td></tr>
<tr><td colspan="4">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</td><td>Yes/No/NA</td></tr>
</table>

	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.	

1. INTRODUCTION

The Special Investigating Unit (SIU) through this request for proposals seeks invite and find suitably qualified service providers to submit proposals develop an organisational integrated Performance Information (planning, monitoring and reporting) system. For the SIU to account for its contribution on the developmental priorities a robust monitoring and evaluation system, which provides disaggregated information and tracks performances at input, activity, output, and outcome levels, is needed for better performance management and accountability.

The organisation intends to automate the process of reporting of performance information by acquiring web-based reporting system with a built-in data analytics tool.

2. SYSTEM REQUIREMENTS:

Supply, delivery, installation of a web-based Performance Information System for management organisational performance information in relation to planning and reporting with a built-in data analytics tool.

The minimum requirements of the system should

- Enable real-time access of performance information (planning, performance monitoring and reporting)
- Support structured and unstructured data management.
- Provide secure, role-based access and audit capabilities.
- Ensure compatibility across platforms and devices.
- Facilitate integration with existing ERP/CRM systems.
- Data migration
- GEO heat mapping

3. **CONTRACT** PERIOD

The contract duration is for 36 months with an option to extend for renewal on a need to basis for support and maintenance of the system with an option to extend with further 2 years.

4. SCOPE OF WORK (TERM OF REFERENCE).

The SIU therefore requires the services of a service provider to develop an organisational integrated Performance Information (planning, monitoring and reporting) system. The envisaged system is an online web-based system that will allow end-users to configure plans, monitor, report performance and evaluate outcomes.

This system must be platform independent with the ability to interface with existing databases within SIU and it must be able to analyse, interpret and produce reports / data in real-time as well as present performance dashboards.

This includes capturing of KPI's and targets as per planning documents, monitoring and tracking implementation and reporting of performance, capturing of historic performance data to produce performance trends.

An M&E system is expected for each programme/division, and these results will culminate with an overall SIU M&E plan that will be developed by the service provider with inputs from the Strategy and Innovation division involved in designing and implementing programs. The outcome of this process will inform the development of an integrated performance information system to support M&E processes and activities in SIU.

This includes capturing of KPI's and targets as per planning documents, monitoring and tracking implementation and reporting of performance.

The system should allow users to view their data in various formats including dashboard-style, charts, tables and pivot tables over the web. It must also provide for easy exporting, printing and emailing of reports to multiple users within SIU over the web. The system should have various accessibility rights for users as well as the ability for uploading of documents

5. Technical Specification	
Service	**Description**
Performance Information System	**A. Planning Module /Capability (Target setting)** The system must enable capturing of inputs (e.g. KPIs, targets, outputs, outcomes) from various planning documents such as: a) Strategic Plan (SP) b) Annual Performance Plan (APP) c) Annual Operational Plans (AOP) **B. <u>Performance Reporting Capability</u>** The system must enable the capturing, analysis, reviewing and generation of reports in relation to SIU's performance. The following components should be included: a) Monthly Performance Reporting b) Quarterly Performance Reporting c) Annual Performance Reporting d) Year on year Performance Reporting e) Strategic Performance Reporting f) Reporting Timeframes and Cycle g) Customisable Management Reports h) Capturing of historic performance data to produce trends i) Uploading of and archiving supporting documents j) Version control and check-in/check-out k) OCR and intelligent search using natural language l) Exporting, printing, and sharing of reports m) Summary actual versus targets reporting **C. <u>Performance Monitoring and Analysis Capability</u>** The system must provide for the following: a) Capturing of data manually and interfacing with existing systems b) System must allow uploading and storing of supporting documentation

	c) Provide audit reports on workflow processes d) Provide graphical dashboard display of the different Provinces performance information to support management decisions e) The dashboard to provide real-time visibility into updated performance for monitoring and reporting purposes f) Have cut off dates on updating of status g) The ability to send alerts and reminders for submission deadlines that are linked to the reporting periods, for example monthly, quarterly and annual reporting h) Provide notifications, for example early warning notifications of reports not done, and the reports status i) Automatically initiate an escalation procedure if the reporting deadline is not met j) Manage and track changes as well as an audit trail. k) Provide for data analysis component l) Provide a hierarchal navigation structure (based on SIU's organisational structure) for easy retrieval. m) The system should have the ability to conduct data analytics, such as identify duplicate records, data validation, data clean-up, etc, where applicable. n) Facilitates review and sign off by relevant authority including email notification. o) Ability to store and retrieve evidence and also have an automated link (hyperlink) to the evidence. p) The system should allow review of work done, version control on such reviews should be provided for. q) The system should have the ability to import and export different file formats such as excel, pdf, word, etc. r) Ability to generate performance reports.

	s) Functionality for organizational management to provide their management comments, reasons for variance, corrective actions and timelines online (interface with e-mail system). t) Workflow process to include capturing of the information, verification therefore and approval at the business unit level before final submission to be included in the reporting process *a) <u>Follow Up Process</u>* 1. The ability to follow up with Management continuously on outstanding performance reports by triggering and sending automatic alerts as reminders nearing due date and escalations relevant business head and Head of the Unit 2. Ability to generate age analysis reports.

6. GENERAL SYSTEM REQUIREMENTS HARDWARE AND SOFTWARE INFRASTRUCTURE	
Service	Description
Performance Information System	The software should be able to operate on SIU IT network. 1. It should be compatible with other products such as data extraction/analysis software tools and applications such as MS Word, Excel, Power BI. 2. If the system has a client software package, the package must support M365 operating system. An advantage will be given to the software that is also web-based. 3. The software must be compatible with and/or Microsoft Entra ID 4. The service provider must indicate whether the proposed solution will be and on-premises solution or an on-cloud solution. <u>Scalability and performance</u> o Scalable architecture for growing data volumes o Performance tuning and optimisation **A. <u>Access to the software</u>**

	1. Access to the system must be designed according to SIU ICT policies and procedures and authentication standards. 2. The system should have access control features i.e., read, write, and view-only access for different users, across the various system modules. 3. The system should keep an activity log and keep an audit trail of user profiles, detailing the function that a particular user performed while online i.e., keep track on any changes made and identify who made the changes. 4. Ability to compress and encrypt data automatically to enhance confidentiality and security. 5. User access and security 6. Role-based access control 7. Multi-factor authentication (MFA) via Microsoft Entra ID 8. End-to-end encryption **B. <u>Database Requirements</u>** The software should be compatible with and support Microsoft SQL Database. o Desktop and mobile (Android/iOS via PWA) **Technical architecture** o Web-based responsive design (Chrome, Firefox, Edge, Safari) o Hosted on-premises or cloud (Azure, Private Cloud) o Support for containerisation (Docker, Kubernetes) **Integration** o API integration with ERP/CRM and Ms 365 platforms o Support for Microsoft SQL backend **Platform compatibility** o Desktop and mobile (Android/iOS via PWA) **C. <u>Implementation/installation of the software</u>**

	1. Implementation/installation of software licenses for users. 2. Implementation should be done in accordance with SIU IT software development and implementation guide. **D. <u>Software training</u>** 1. Training for Super users and Capturers (Strategy and Innovation staff & other Assurance Champions within divisions). 2. Technical Training must be provided to principal system Users and Assurance Champions identified, on the usage of the system. 3. Supply, configure, test and commission the system and/or related hardware and software and provide testing results and advisory to the Strategy and Innovation, ICT and Operations. 4. Supply the system's documentation in the form of installed media, software licenses, user manuals, administration manuals. **E. <u>System support and maintenance</u>** 1. The successful bidder or supplier will be required to provide software support and maintenance for the duration of the contract. 2. The successful bidder or supplier will be required to provide support to software users. The support services must cover telephonic, on-line, and on-site support. 3. Email, phone, remote and on-site support 4. Monthly system health reports 5. Daily backups and geo-redundant storage 6. Annual licensing includes bug fixes, upgrades, performance tuning **<u>E. Security and compliance</u>** 1. Regular security audits and vulnerability scans 2. Compliance logging and audit reporting 3. Disaster recovery and business continuity management are requirements (e.g. backups and restore functionality) **F. <u>License requirements:</u>** The Software should be able to provide access to guest users (clients) without additional licences.

7. SERVICE LEVEL AGREEMENT

Service	Description
Contracting	The successful bidder will enter into a Contract and Service Level Agreement with SIU after appointment.

- Please note that software licenses, all its configuration documents, the related infrastructure and all data stored on the system remain the property of Special Investigating Unit (SIU).
- Each party shall own its background Intellectual property, however, foreground intellectual property relating to this contract shall be owned by the Special Investigating Unit (SIU)

	FINANCIAL TERMS
	The SIU is a public entity and as such the terms of payment are thirty days (30) days from date of invoice. Therefore, the Service Provider should demonstrate that they are in a stable financial position in order to undertake this project. Payment will be according to the SIU Payment Terms and Conditions and agreed milestones/phased completed.
	EVALUATION CRITERIA
	SIU promotes the concept of “best value” in the award of contracts, as opposed to merely looking for the cheapest price, which does not necessarily provide the best value. Best value incorporates the expertise, experience and technical proposal of the organization and individuals who will be providing the service and the organizational capacity supporting the project team. SIU is committed to achieving the government’s transformation objectives in terms of the Preferential Procurement Policy Framework Act (PPPFA) and Preferential Regulation 2022, SIU’s Supply Chain Management Policies and National Treasury Practice and instruction note (s). In determining a winning competitive bid, points must be calculated and given to respective bidders. 80 points are allocated towards price. 20 points are allocated towards bidders who assist in meeting the SIU’s specific goals. The extent to which a bidder is able to assist the SIU in achieving its specific goals, which include the promotion of historically disadvantaged individuals, will be calculated in terms of: In addition, the following specific goal will earn an additional two (2) points: More than 50% Black owned shareholding The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore either preference 80/20 system

	shall be applicable. (This is by no means the budget of the project but the process threshold as per PPPFA) The procedure for the evaluation of responsive bids is functionality (quality) and Price, special goal, and Preferences. The evaluation of the bids will be conducted as follows: • The first assessment of quality will be done in terms of the evaluation criteria and the minimum threshold of 75 points explained below. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation. Bids that meet the minimum threshold of 75 points will be assessed further on price, special goal, and preference phase.

SIU REQUIREMENTS FOR EVALUATION PURPOSES
ADMINISTRATIVE/MANDATORY, COMPLIANCE, FUNCTIONALITY EVALUATION, AND PRICE AND B-BBEE
a) In accordance with the SIU Supply Chain Management Policy, the bid evaluation process shall be carried out in three (3) phases namely: Phase 1: Administrative and Mandatory Requirements; (bidders who qualify or meet all bid requirements will proceed to next phase) Phase 2: Functionality (minimum score of 75 points to proceed to phase 3); Phase 3: Price and Specific Goals Evaluation (will be subjected to Award/Objective Criteria) **Stage 1: Administrative Requirements** Bidders must fully comply with the minimum **administrative Requirements.** Bidders are required to provide full and accurate answers to these mandatory requirements cited in this document, and, where required explicitly state “Comply/Not Comply” regarding compliance with the requirements. Bidders must substantiate their response to all questions, including full details on how their proposal/solution will address specific functional requirements.
<u>Evaluation CRITERIA</u>
a) Scores will be tabulated to 100 points. Respondents must score 75 points and above to be assessed on their financial offer and preference score. b) The evaluation of service provider's responses will be based on the following weighting.

a. The proposals will be evaluated on a scale of 0-3 in accordance with the criteria below.

b. The rating will be as follows:

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

   ii. 1 = Poor,

   iii. 2 = Partial compliance with requirements,

   iv. 3 = Full compliance with requirements.

c) NB: Bidders are advised that any proposal of specification regarding items are legally binding, and bidders will be required to fulfil the proposed amendment or adjustment.

d) Desktop Technical Evaluation – bidders will be evaluated out of 60 points and are required to achieve minimum threshold of 35 points of 60 points to qualify for presentation phase of a Live demonstration of the System.

e) Demo Presentation – bidders will be evaluated out of 40 points and are required to achieve a minimum threshold of 40 points out of 40 points.

f) NB: The overall combined score must be equal or above 75 points to proceed to Price and specific goals evaluation, subject to the bidder scoring the minimum points on software demonstration presentation in (e) above.

Table 1: Summary of evaluation criteria

No	Description	Maximum points
1	Bidders' / Company experience	30
2	Qualification of the project leader	15
3	Experience of project leader	15
4	Methodology and approach (Demo Presentation)	40
Minimum score		**75**
Total points		**100**

Table 2: Technical Evaluation Criteria

DESCRIPTION OF CRITERIA	DOCUMENT/ARTIFEX FOR EVALUATION	METHOD OF EVALUATION	POINTS ALLOCATION
Company experience: 30 The Service Provider must demonstrate successful implementation of Performance information reporting system	**Reference Letters of similar work done.** The reference letter(s) must be: • Must on the referrer letter head.	The Service Provider must demonstrate successful implementation of Performance information reporting system • **Evaluation rating 1 equals to 10 points -** Completion of at least 1 project implementation of Performance information reporting system. Reference letters must be attached to demonstrate the experience per project.	30

The reference letter to be submitted to verify this implementation of Performance information reporting system. The reference letter must be on the company letterhead where the performance information reporting system was implemented.	• Must have contactable contact details
	• Must be dated and signed
	
	In instances where the bidder is holding company, the reference letter should be for the holding company and not for any of its subsidiaries.
	
	NB: The reference letters must contain all the above-mentioned points otherwise they will not be considered.
		• **Evaluation rating 2 equals to 20 points-** Completion of 2 to 4 implementations of Performance information reporting system. Reference letters must be attached to demonstrate the experience per project.
		• **Evaluation rating 3 equals to 30 points - 5** and more projects implementation of Performance information reporting system. Reference letters must be attached to demonstrate the experience per project.
		• **Evaluation rating 0 equals to non-allocation of points, to the bidders who**:
		  ○ No projects completed.
		  ○ Failed to submit the required reference letters.	

Experience of Project Leader/ manager: 15 The Service Provider must demonstrate that the project manager ultimately responsible for the assignment	The CV must clearly indicate years of Project/Manager experience. The start and end date must be in the	The Service Provider must demonstrate that the project manager ultimately responsible for the assignment has the relevant experience in implementing similar software projects. • **Evaluation rating 1 equals to 5 points.** (The Project Manager must have at least 1 to 2 years' experience.	20

	has the relevant experience in implementing similar software projects. Attached CV's which indicate the relevant experience **(dd/mm/yyyy)**	following format dd/mm/yyyy	• **Evaluation rating 2 equals to 10 points.** (The Project Manager must have more than 2 to 5 years' experience). • **Evaluation rating 3 equals to 15 points.** (The Project Manager must have more than 5 years' experience). • **Evaluation rating 0 equals to non-allocation of points, to the bidders who**: ○ Less than 1 years' experience. No proof of relevant experience attached.	
	Qualification of Project Leader/ manager: 15 The project manager must have at least a minimum qualification in project management or IT or relevant qualification. Attached proof of qualification.		The project manager must have at least a minimum qualification in project management or IT or relevant qualification. • Evaluation rating 1 equals to 05 points. NQF level 6 in project management or IT or relevant qualification. • Evaluation rating 2 equals to 10 points. NQF level 7 in project management or IT or relevant qualification. • Evaluation rating 3 equals to 15 points. NQF level 8 and above in project management or IT or relevant qualification. • Evaluation rating 0 equals to non-allocation of points, to the bidders who: ○ Below NQF 6. No proof of Qualification attached.	15

<table>
<tr><td></td><td></td><td>NB !!!Bidders should be scoring a minimum of 35 score out of 60 on Desktop evaluation to proceed on the Live demo presentation.</td><td></td></tr>
<tr><td>Live Demo on functionality of the system. 40
Bidders are require demonstrating the functional capabilities of the proposed solution in a Live demonstration system.</td><td></td><td>
<table>
<tr><th>Requirement Category</th><th>Requirement Description</th><th>Compliant (√/X)</th><th>Comments/ Notes</th></tr>
<tr><td>Functional Requirements</td><td></td><td></td><td></td></tr>
<tr><td>Target Setting</td><td>Captures inputs from SP, APP, AOP</td><td></td><td></td></tr>
<tr><td>Reporting Cycles</td><td>Monthly Quarterly, Annual, Strategic</td><td></td><td></td></tr>
<tr><td>Visualisation</td><td>Dashboards, charts, tables, pivot tables</td><td></td><td></td></tr>
<tr><td>Document Upload</td><td>Upload and archive supporting documents</td><td></td><td></td></tr>
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</td><td></td></tr>
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Workflow Automation	Customisable workflow with escalation		
Notifications	Alerts for missed deadlines and early warnings		
Audit trail	Full audit trails of auction and changes		
Data Analysis	Built-in-analytics and reporting tools		
Hierarchical Navigation	Based on SIU's organisational structure		
KPI Flexibility	Add, amend remove KPI's while retaining history		

		During the presentation bidder Be clear in mentioning the service deliverables in (section 6 of the scope of work). **Evaluation rating 1 equals to 40 points** When all deliverables from the live demonstration N.B: Bidders who score less than 40 will score zero (0) points.	

PRICING DETAIL

SBD 3.1

Name of bidder: ……………………………………………………………………………………
Bid number: **RFP: 16/07/2026/SMR**

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

OFFER TO BE VALID FOR 180 DAYS FROM 07 August 2026 (THE CLOSING DATE OF BID).

Table 4: PROPOSED BILLING SCHEDULE SHOULD BE BROKEN DOWN PER PHASE (If submitting a separate pricing schedule, it must be aligned to the below table).

No	Activity /Resource	Unit of Measure	Unit Price	Total Price
1	Once off cost for the implementation of Performance Information System	1	R	R
2	3-year Maintenance and support plan	36 months		
3.	User Licenses (Enterprise User)	30 Users		
4.	Training of users	30 Users		
	TOTAL BID AMOUNT			

- **Travel cost disbursement (s) will be limited to AA rates, economy class for flights, and accommodation cost as per National Treasury Framework, the travel will be subjected to approval by the SIU project manager.**
- **Price needs to be provided in South African Rand (Inc. VAT), with details on price elements must be clearly indicated and must include any additional cost elements such as travel, accommodation where applicable.**
- **Travel costs will not be part of Bid Price Evaluation.**

PRICING DETAIL 2	
	SBD 3.1 - Pricing Schedule for the Duration of the Contract
	NOTE
	PRICES SUBMITTED FOR THIS BID WILL BE REGARDED AS NON-FIRM CONSISTING OF FIRM PRICES AT DATE OF BID SUBJECT TO ADJUSTMENT(S) IN TERMS OF THE FOLLOWING FORMULA, DEFINED AREAS OF COST AND DEFINED PERIODS.
	Bidders must complete the section "Non-Firm Prices Subject to Escalation" if applicable and/or the section "Prices Subject to Rate of Exchange Variations" if applicable. Where neither of these sections are completed, the unit prices are deemed "Firm Unit Pricing"
	In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point
	Price quoted is fully inclusive of all costs including delivery to the specified SIU Business Unit geographical address and includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions, and skills development levies.
	Detailed information i.e., costed bill of quantities is optional and is provided as annexure to the details provided
	The SIU accepts no changes, extensions, or additional ad hoc costs to the pricing conditions of the contract once both parties have signed the contract.
	The amount should be inclusive of rates and taxes
Schedule of Prices shall be completed and signed in black ink. Corrections must be done by deleting, rewriting and initialling next to the amendment. No correction ink is permitted in the document.	
Guarantees, warranties and replacement must be included	
Pricing is subject to the addition of Preference Points as stipulated in below – Standard Bidding Document 6.1 Preference claim form.	
WHERE QUANTITIES AND/OR SERVICES ARE REQUIRED AS AND WHEN NEEDED, THE ESTIMATION PRICE MODEL BELOW APPLIES (THE QUANTITIES PROVIDED ARE FOR QUOTING PURPOSES ONLY)	
The SIU utilises the following price model to model the elements that are not certain at time of pricing to allow for a fair, comparable, and objective price competition leading to the award of this contract. The actual usage during the management of the contract determines the final contract value.	
	Schedule of Prices shall be completed and signed in black ink. Corrections must be done by deleting, rewriting and initialling next to the amendment. No correction ink is permitted in the document.
	Guarantees, warranties and replacement must be included

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

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

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

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:

a) the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
b) the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received

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

The maximum points for this tender are allocated as follows:

Table1

	POINTS
PRICE	**80**
B-BBEE STATUS LEVEL OF CONTRIBUTOR	**18**

SPECIFIC GOALS	**2**
Total points for Price and SPECIFIC GOALS	**100**

Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

POINTS AWARDED FOR SPECIFIC GOALS

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

B-BBEE Status Level of Contributor	Number of Points
1	18
2	14
3	12
4	10
5	8
6	6
7	4
8	2
Non-compliant contributor	0
Additional Specific goal	
More than 50% Black ownership	2
Total Number of Possible Points	**20**

3.1. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

(c) then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

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

Table:2

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

DECLARATION WITH REGARD TO COMPANY/FIRM

3.2. Name of company/firm...

3.3. Company registration number: ....

3.4. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct.

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

iii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

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

…………………………………………

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……………………………………………………………

DATE: ………………………………………………………

ADDRESS: ………………………………………………………….

………………………………………………………….

………………………………………………………….

………………………………………………………….

BID DECLARATION: B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF THE ABOVE TABLE:	
B-BBEE Status level claimed	
Preference Points claimed	
BID DECLARATION: SUB-CONTRACTING	
Will any portion of the contract be sub-contracted?	**YES / NO**
If Yes, indicate:	
What percentage of the contract will be subcontracted?	
Names of the sub-contractor	
The B-BBEE status level of the sub- contractor	
Whether the sub-contractor is an EME?	**YES / NO**

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 companies not registered in South Africa or do not have a local registered subsidiary

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

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

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

DECLARATION

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

SBD 4 - BIDDER'S DISCLOSURE

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

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

Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, the power, by one person or a group of persons holding 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.

Full Name	**Identity Number**	**Name of State institution**

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

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

	If so, furnish particulars: …………………………………………………………………………… ……………………………………………………………………………	
	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 consortium[2] will not be construed as collusive bidding.
1.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

[2] Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

4.Communicating “As and When” in terms of the specific contract clauses
   4.1. Where prices and/or availability need to be confirmed, a request for an updated detail quotation/information is issued;
   4.2. Where specific procurement items as specified in the contract are required, the SIU issues a purchase order stating the contract number for the requirement.

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

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

	SERVICE PERFORMANCE LEVELS (MANDATORY)		
	Service being Measured	Measurement	Maximum level
	Conformance to specifications	Technical Specification	Minimum conformance to the SIU requirements as detailed in Evaluation Criteria

GENERAL CONDITIONS OF CONTRACT

In this document words in the singular also mean in the plural and vise 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 p r ice” m e a n s t h e p r i c e p a y a b l e to t h e supplier under the contract for the full and proper performance of his contractual obligations. 1.4. “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6. “Country of origin” means the place where the goods were mined, grown, or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its 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 that functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract. 1.25. Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
GCC2	**2. 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 E-Tender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
GCC4	**4. Standards**
	4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
GCC5	**5. Use of contract documents and information**
	5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance. 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract. 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

	5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
GCC6	**6. Patent rights**
	6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
GCC7	**7. Performance security**
	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 supplier's 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. The supplier provides the following documentation per delivery: 1.4.1 Manufacturer's Warranty Certificates per machine; these Warranty Certificates must include, but is not limited to, the following information: • Hardware information and serials numbers. • Warranty agreement with warranty numbers. • Warranty period. • Manufacturer's South African support contact details. 1.5. SIU representative verifies both delivery and performance prior to signing a certificate of delivery / installation / progress milestone / commissioning evidencing such performance. 10.8. The Contractor must ensure such signed approved verification accompanies the subsequent supplier invoice.
BID SCC 2	**2. Incidental Services**
	Additional incidental services to those listed in clause GCC13.1 above are the following: 2.1. The SIU may procure additional licenses, ad hoc development and consulting services from the successful bidder during the solution implementation period as well as after the solution implementation period has lapsed. These ad hoc developments and consulting services include, but are not limited to, additional solution development and technical support and maintenance.

BID SCC 3	Method and conditions of Payment
	3.1. The SIU only accepts invoice supported by signed delivery documents in accordance with this contract as valid payment requests. 3.2. The other party submits the above invoices to the appointed contract manager for submission to the respective finance unit. 3.3. The SIU does not settle invoices for outstanding goods or Services. 3.4. Payment is made in the South African Rands.
BID SCC 4	Prices
	4.1. All adjustments to unit prices must be specified on the SBD3.2 and apply in accordance with the terms set in the SBD3.2. Applications for price adjustments must have the documentary evidence set for each adjustment in the SBD3.2 to support of any adjustment. Unit price adjustments will only apply once the SIU has approved in writing the application. 4.2. Where Cost Price Adjustments (CPA) are applicable and justifiable, the bidder must declare this in the SBD3.2 for these to apply. 4.3. Incidental services that are not specified in the SBD3.2 are adjusted as set out in clause GCC13.2 4.4. Contract management verifies all cost adjustment applications prior to giving approval.
BID SCC 5	Intellectual property provided in the bid invitation
	5.1. The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation provided by the SIU to the Bidder, both successful and unsuccessful, remain the property of the SIU.
BID SCC 6	Intellectual property contained in the deliverables
	6.1. The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation required as part of the delivery to the SIU reside with the SIU.

BID SCC 7	Third Party Warranty
	7.1. Where the contracted party sources goods or services from a third party, the contracted party warrants that all financial and supply arrangements are agreed between the contracted party and the third party.
BID SCC 8	Third Party Agreements
	8.1. No agreement between the contracted party and the third party is binding on the SIU.

BIDDERS DETAIL RESPONSE FORMING PART OF CONTRACT	
1	Proposal to Technical Specification
BIDDERS DETAIL PRICE SCHEDULES	
2	SBD 3.1 as set out in this document
BID SUBMISSION CERTIFICATE FORM - (SBD 1)	
	I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to the SPECIAL INVESTIGATION UNIT in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted.
	My offer remains binding upon me and open for acceptance by the SPECIAL INVESTIGATION UNIT during the validity period indicated and calculated from the closing time of Bid Invitation.

The following documents are deemed to form and be read and construed as part of this offer / bid even where integrated in this document:

	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	