**BORDER MANAGEMENT AUTHORITY (BMA) INVITES BIDDERS TO RESPOND TO AN EXPRESSION OF INTEREST FOR A PANEL TO PROVIDE FORENSIC INVESTIGATIONS AND ETHICS MANAGEMENT - RELATED SERVICES TO THE BORDER MANAGEMENT AUTHORITY FOR A PERIOD OF THREE (3) YEARS.**

The physical address for collection of Tender documents is:
**Download from e-tender.** SUBMISSION MUST BE THROUGH E-TENDER (e-submissions)

Queries relating to the issues of these documents may be addressed to suppliers.enquiries@bma.gov.za

The closing date **08 DECEMBER 2026** and closing time for Tenders is **11H00. BID DOCUMENTS ARE TO BE SUBMITTED THROUGH E-TENDER PORTAL (e-submission).** Telegraphic, telephonic, telex, facsimile, and late Tender Bids will not be accepted

## BORDER MANAGEMENT AUTHORITY BID FORMS

| ANNEXURE A | STANDARD BIDDING DOCUMENT |
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# SBD1
# SECTION A
# INVITATION TO BID

| | | | | | |
|---|---|---|---|---|---|
| **YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE BORDER MANAGEMENT ENTITY** | | | | | |
| **BID NUMBER:** | **H004L2709OTH00172** | **CLOSING DATE:** | **08 DECEMBER 2026** | **CLOSING TIME:** | **11H00** |
| **DESCRIPTION** | **EXPRESSION OF INTEREST FOR A PANEL TO PROVIDE FORENSIC INVESTIGATIONS AND ETHICS MANAGEMENT RELATED SERVICES TO THE BORDER MANAGEMENT AUTHORITY FOR A PERIOD OF THREE (3) YEARS.** | | | | |
| **BID DOCUMENTS ARE TO BE SUBMITTED THROUGH E-TENDER PORTAL (E-SUBMISSIONS)** | | | | | |
| | | | | | |
| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO** | | | **TECHNICAL ENQUIRIES MAY BE DIRECTED TO:** | | |
| **CONTACT PERSON** | | | **CONTACT PERSON** | **Aluwani Themeli** | |
| **TELEPHONE NUMBER** | | | **TELEPHONE NUMBER** | **N/A** | |
| **E-MAIL ADDRESS** | suppliers.enquiries@bma.gov.za | | **E-MAIL ADDRESS** | **Aluwani.Themeli@bma.gov.za** | |
| **SUPPLIER INFORMATION** | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE UMBER | 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 PART B:3 ] | |
| **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.** | | | | | |

# SECTION B
# 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 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: .....

## SECTION C
## SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS CALL FOR BIDS IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the Bids forms be retyped or redrafted, but can be completed online without changing any words. Photocopies of the original Bids documentation may be used, but an original signature must appear on such photocopies.
3. The Respondent is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the Bids documents.
6. Each Bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the Respondent, the Bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any Bids other than that shown on the envelope. If this provision is not complied with, such Bids may be rejected as being invalid.
7. All Bids received in sealed envelopes with the relevant Bids numbers on the envelopes are kept unopened in safe custody until the closing time of the Bids. Where, however, a Bids is received open, it shall be sealed. If it is received without a Bids number on the envelope, it shall be opened, the Bid number ascertained, the envelope sealed, and the Bid number written on the envelope.
8. A specific box is provided for the receipt of Bids, and no Bids found in any other box or elsewhere subsequent to the closing date and time of Bids will be considered.
9. No Bids sent through the post/courier will be considered if it is received after the closing date and time stipulated in the BIDS documentation, and proof of posting/couriering will not be accepted as proof of delivery.
10. No Bids submitted by telefax, telegraphic will be considered.
11. Bids documents must not be included in packages containing samples. Such Bids may be rejected as being invalid.
12. Any alteration made by the Respondent must be initialed. If not initialed the Respondent may be disqualified.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of Bids.
15. Where practical, prices will be made public at the time of opening Bids.

**Rights to Award**

- Border Management Authority reserves the right to call for presentations from shortlisted suppliers or Reserves the Right to accept bids in Whole or In Part."
- Not to make any award in this bid or accept any proposals submitted,
- Award the project to more than one (1) Respondent for the same activity
- Request further technical/functional information from any Respondent after the closing date,
- Verify information and documentation of the Respondent(s),
- Not to accept any of the bid document submitted,
- To withdraw or amend any of the bid conditions by notice in writing to all Respondents prior to closing of the bid and post award, and
- If an incorrect award has been made to remedy the matter in any lawful manner it may deem fit.
- Apply objective criteria

- Service providers are not allowed to utilize employees that are non-South African Citizen, this may lead to contract termination unless vetted and having work permit.

**Price Negotiation**

BMA reserves the right to negotiate with the shortlisted Respondents prior and/or post award. The terms and conditions for negotiations will be communicated to the shortlisted Respondents prior to invitation to negotiations. The negotiation terms and conditions may include presentations and/or site visits. This phase is meant to ensure the conditions of bid and projects will be implementable for the achievement of the project objectives.

BMA supports the spirit of economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the BMA does not support any form of fronting.

**Remuneration**

•The service provider will be remunerated in South African Rands, on a fixed price (Inclusive of VAT) for the service rendered.

•Payment will be made within 30 days of receipt of the approved invoice according to an agreed payment schedule.

•Payment will be against the key deliverables as set out in section 4 above, provided professional-level quality standards have been met. Disputes as to what constitutes a reasonable standard will be referred to an agreed provider of arbitration services.

•Disbursements must not exceed 10% of the total amount paid to the service provider and will be paid only if original receipts are provided against a list of expenses that are agreed in advance of the costs being incurred.

THE EVALUATION WILL BE EVALUATED AS FOLLOWS:

| Administrative Compliance | Mandatory Compliance |
|---|---|
| i. SBD 1: Invitation bid (PART A)<br>ii. Terms And Conditions for Bidding.<br>iii. Declaration of CSD Registration<br>iv. SBD 4 form: Bidders Disclosure<br>v. Authority to sign a bid | Page 33 to 34 |

## SECTION D

## REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.

2. Prospective suppliers should self-register on the CSD website www.csd.gov.za

3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Entity may, without prejudice to any other legal rights or remedies it may have;

   3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.

**4. The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**

5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

## SECTION E
## DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative) ……

……....., WHO REPRESENTS (state name of bidder) ……...

…….....

CSD Registration Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

**DATE:** .....

**Resolution to sign on behalf of Company (ensure all spaces highlighted are completed)**

RESOLUTION of a meeting of the Board of "Directors / Members / Partners of:
.....
(legally correct full name and registration number, if applicable, of the Enterprise)
held at: ……..... (place) on…….....(date)

RESOLVED that:
The Enterprise submits a Tender to BMA in respect of the following:

Tender Reference Description:
…….....
(Project description as per Tender Document)

*Mr/Mrs/Ms ……..... in *his/her capacity as:
…….....(position)

And who will sign as follows: (Signature)
and is hereby, authorised to sign the Tender and all other documents and/or correspondence in connection with and relating to this bid, as well as to sign any Contract, and any and all documentation, resulting from the award of any project to the Enterprise mentioned above.

| No | NAME | CAPACITY | SIGNATURE |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |

1. *Delete which is not applicable. 2. NB: This resolution must be signed by all the Directors / Members / Partners of the Tendering Enterprise. 3. Should the number of Directors /Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page

**SECTION F**

**SBD 4**

# BIDDER'S DISCLOSURE

## 1. PURPOSE OF THE FORM

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.

## 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state?

| | |
|---|---|
| YES | |
| NO | |

2.1.1 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 |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

| | |
|---|---|
| YES | |
| NO | |

2.2.1 If so, furnish particulars:

……

……

[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.

2.3 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?

| | |
|---|---|
| YES | |
| NO | |

2.3.1 If so, furnish particulars:
……
……

## 3 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:

3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.
3.4 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.
3.4 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.

3.5 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.

3.6 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

[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.

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

***Every question must be answered individually on this form, whether a relationship is present or not: Failure to do so will invalidate your tender/bid***

**SECTION I**
**SBD 7.1**

CONTRACT FORM - PURCHASE OF GOODS/WORKS **(SIGN THIS PAGE AS THE SERVICE PROVIDER)**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

## PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) Border Management Authority in accordance with the requirements and specifications stipulated in bid number H004L2709OTH00172 at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Authority to sign;
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of interest;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; 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.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) ……
CAPACITY ……
SIGNATURE ……
NAME OF FIRM ……
DATE ……..

WITNESSES

1 ……..……

2. ……

**SBD 7.1**

## CONTRACT FORM - PURCHASE OF GOODS/WORKS (IGNORE THIS PAGE AS THE SERVICE PROVIDER)

## PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I _____ in my capacity as_____ accept your bid under reference number _____ dated _____for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

| ITEM NO. | PRICE (ALL APPLICABLE TAXES INCLUDED) | BRAND | DELIVERY PERIOD | B-BBEE STATUS LEVEL OF CONTRIBUTION | MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable) |
|---|---|---|---|---|---|
| | | | | | |

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ……ON……..

NAME (PRINT) …….

SIGNATURE …….

OFFICIAL STAMP

WITNESSES

1. ……

2. ……

## SECTION J

## CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Border Management Authority on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/we agree that:

   (a) the offer herein shall remain binding upon me and open for acceptance by the Entity during the validity period indicated and calculated from the closing time of the bid;
   (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the, with which I/we am fully acquainted;
   (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Entity may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Entity. I/we will then pay to the Entity any additional expenses incurred by the Entity having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Entity shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfillment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Entity may sustain by reason of my default;
   (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
   (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :

   ….....

   ….....

3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.

4. I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfillment of this contract.

5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me as a result of such action.

6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

## 7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

(1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Entity, if requested to do so.

(2) If the information supplied is found to be incorrect and/or false then the Entity, in addition to any remedies it may have, may:-

(a) Recover from the contractor all costs, losses or damages incurred or sustained by the Entity as a result of the award of the contract, and/or

(b) Cancel the contract and claim any damages which the Entity may suffer by having to make less favourable arrangements after such cancellation.

**SIGNED ON THIS** …..... **DAY OF** …..... **20** …..... **AT** …….

…..... …..
**SIGNATURE OF BIDDER OR DULY AUTHORISED REPRESENTATIVE** **NAME IN BLOCK LETTERS**

**ON BEHALF OF (BIDDER'S NAME)** …..

**CAPACITY OF SIGNATORY** …..

**NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)** ……..……

…….....

**POSTAL ADDRESS** ……..…….

…..

**TELEPHONE NUMBER**: ……..…….....

**FAX NUMBER**: ……..…….....

**CELLULAR PHONE NUMBER**: ……..…….....

**E-MAIL ADDRESS**: ……..…….....

## ANNEXURE B: GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

1. 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 agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

**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.

**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, 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

**4. Standards**

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

**5. Use of contract documents and information; inspection.**

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.

**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.

**7. Performance security**

7.1 Within thirty (30) days 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:

(a) a 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

(b) 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.

**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 Entity or an organization acting on behalf of the Entity.

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 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute

supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

**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.

**10. Delivery and documents**

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.

**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.

**12. Transportation**

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

**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:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) 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
(e) 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.

**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:

(a) 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

(b) in the event of termination of production of the spare parts:
  (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**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.

**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 fulfillment 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.

**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.

**18. Contract amendments**

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.

**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.

**20. Subcontracts**

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts 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.

**21. Delays in the 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 entity, Provincial entity, 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.

**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.

**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:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) 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:
(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) 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.

**24. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or antidumping 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.

**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.

**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.

**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,
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
(a) 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
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**30. Applicable law**

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

**31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

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.

**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 Entity 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.

**33. National Industrial Participation (NIP) Programme**

33.1 The NIP Programme administered by the Entity of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**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.

## SECTION K

### OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE: APPLICABLE IF ITS COMPLUSORY PHYSICAL BREIFING

N.B.: this form is only to be included and completed when applicable to the bid.

Site/building/institution involved: border management entity

**Bid no: H004L2709OTH00172**

**SERVICE: BORDER MANAGEMENT AUTHORITY (BMA) INVITES BIDDERS TO RESPOND TO AN EXPRESSION OF INTEREST FOR A PANEL TO PROVIDE FORENSIC INVESTIGATIONS AND ETHICS MANAGEMENT - RELATED SERVICES TO THE BORDER MANAGEMENT AUTHORITY FOR A PERIOD OF THREE (3) YEARS.**

**********

This is to certify that (name) .....

On behalf of .....

Visited and inspected the site on .....(date)

And is therefore familiar with the circumstances and the scope of the service to be rendered.

.....
**Signature of Bidder or Authorised Representative**
(Print Name)

**Date:** .....

.....
**signature of entity representative**
(print name)

| **entity stamp** |
| --- |
| |

**ANNEXURE C**

**BORDER MANAGEMENT AUTHORITY (BMA) INVITES BIDDERS TO RESPOND TO AN EXPRESSION OF INTEREST FOR A PANEL TO PROVIDE FORENSIC INVESTIGATIONS AND ETHICS MANAGEMENT - RELATED SERVICES TO THE BORDER MANAGEMENT AUTHORITY FOR A PERIOD OF THREE (3) YEARS.**

## 1. BACKGROUND

In July 2020, the President of the Republic of South Africa signed the Border Management Authority (BMA) Act, 2020 into law. This legislation transferred border law enforcement functions to the Minister of Home Affairs by means of a Presidential Proclamation. Subsequently, on 1 April 2023, the BMA was officially established as an independent National Public Entity under Schedule 3A of the Public Finance Management Act (PFMA), 1999

The BMA mandate is to:

(a) facilitate and manage the legitimate movement of persons within the border law enforcement area and at ports of entry;

(b) facilitate and manage the legitimate movement of goods within the border law enforcement area and at all ports of entry; and

(c) co-operate and co-ordinate its border law enforcement functions with other organs of state, border communities or any other persons.

In carrying out its mandate, the BMA acknowledges that unethical conduct, policy violations, fraud, and corruption pose significant operational risks. Consequently, the BMA adopts a zero-tolerance policy towards all forms of dishonesty, fraud, and corruption thereby implementing measures to detect, prevent, and investigate any instances of noncompliance or misconduct.

## 2. PROBLEM STATEMENT

Currently, the Integrity Management Unit is inundated with requests for investigations and other ethics-related initiatives. However, due to a lack of resources, the Unit is unable to effectively discharge its mandate. The lack of resources within the Integrity Management Unit inevitably hinders the capacity to investigate allegations of fraud and corruption and to effectively implement the ethics program in the BMA

## 3. OBJECTIVE OF THE PROPOSED PROJECT

The primary objectives of the proposed project are to:

3.1 Create an ethical culture that is intolerant of unethical behaviour, fraud and corruption.

3.2 Take appropriate measures in the event of such irregularities, e.g. investigation, disciplinary action, recovery of losses, and prosecution of perpetrators.

3.3 Apply sanctions, which may include blacklisting, dismissal, and prohibition from further employment in public entities.

## 4. PURPOSE

The purpose of this Expression of Interest (EOI) is for the BMA to appoint skilled, experienced, and suitably qualified individuals and professionals to serve on a panel of experts for the provision of forensic investigations and ethics management-related services to the Border Management Authority for a period of three years.

## 5. SCOPE OF WORK

The anticipated scope of work will include the following categories of services:

**Category 1: Forensic Investigations**

5.1 Service providers will be required, *inter alia,* to perform the following activities depending on the scope of work. Conducting investigations, including but not limited to, forensic investigations into allegations of fraud and corruption which include the following:

(i) *Forensic investigators:* specialist corporate investigators to conduct forensic investigations by means of gathering information, evidence, analysing facts, reporting on findings, and remedial action, ensuring compliance and admissibility of evidence.

(ii) *Digital Forensics*: Specialists in analysing electronic devices, recovering data, and tracing digital footprints.

(iii) *Forensic Accounting*: Experts in examining financial records, identifying irregularities, and uncovering fraudulent activities.

(iv) *Legal Experts:* Professionals with knowledge of laws and regulations relevant to immigration, port health, customs, and environmental law investigations, ensuring compliance and admissibility of evidence.

(v) *Cybersecurity Experts*: Professionals who can investigate data breaches, network intrusions, and cyber-related crimes.

(vi) *Data Analysts:* Experts involved in the interpretation of data gathered using analytical and logical reasoning to determine patterns, relationships, or trends.

(vii) *Questioned documents analysts*: forensic experts who analyze documents to determine their origin, authenticity, and any alterations.

**Category 2: Ethics management**

5.2 The BMA Integrity Management Unit has identified a need to augment or supplement its current capacity by establishing a panel of service providers to assist in the implementation of the BMA ethics management program. The specialized professional services will be sought "as and when required" for the provision of the following services:

(i) Conduct Ethics and Corruption Risk Assessment: Ethics Risk Assessment Report.

(ii) Conduct Ethics Maturity assessments and Gap analysis: Ethics Maturity Assessment and Gap Analysis.

(iii) Development of Ethics Management strategy.

(iv) Provide Ethics training, awareness, and marketing campaigns: Ethics Training and Awareness.

## 6. DURATION

Service will be required for a period of three years. Successful bidders will be appointed on the panel, and the service thereof will be sourced "as and when" required.

## 7. PANEL UTILIZATION GUIDELINES

7.1 Once the panel is selected and appointed, formal requests for quotations will be sourced from the panel.

7.2 In order to source quotations, BMA will develop service and/or project requirements with clear deliverables.

7.3 Quotations will be sourced from the panel and evaluated according to the Preferential Procurement Regulations.

7.4 Service provider may not be allocated work if they have not finalised the initial allocation. Efficiency and quality of work delivered will be taken into consideration.

7.5 There is no guarantee that a service provider on the panel will be contracted for a specific work assignment/project during the duration of the contract.

7.6 Assignments/projects will be clearly defined in terms of the scope of work and/or deliverables, duration amongst others.

7.7 There is no guarantee that a service provider on the panel will be contracted for a specific work assignment/project during the duration of the contract.

## 8. PROPOSAL SPECIFICATION

8.1 Bidders must present their proposals on how they will deliver on the required scope of work per selected service category.

8.2 Bidders may choose to respond to more than one service category.

8.3 Should the bidders select more than one category of service, the corresponding supporting evidence for mandatory evaluation must accompany the bid in line with the respective categories (refer to evaluation criteria).

8.4 A company profile or a bidder`s profile must be submitted indicating the following:

(i) Category of service;
(ii) Methodologies which will be deployed to render the selected category of service (the methodologies must clearly specify the approach covering all investigation steps - planning, execution and reporting);
(iii) Experience in providing similar services in the public sector by demonstrating their client portfolio, timing and description of services provided;
(iv) Company Structure / Organogram;
(v) Technological tools/software which will be used to perform the investigations; and
(vi) Company footprint.

8.5 Competencies and capabilities should be demonstrated by the inclusion of the Management Team profile. The profile of each member of the management team should be structured under the following headings:

(i) Personal Details;
(ii) Qualifications;
(iii) Membership of professional bodies.
(iv) Years of experience in the relevant field.
(v) Contactable references.

8.6 Bidders must structure the team as follows:

(i) Partner/Director
(ii) Project Manager
(iii) Team Lead

8.7 Bidders must attach valid copies of qualifications and proof of professional body registration (letter/confirmation from Professional Body).

8.8 Bidders must demonstrate proof of registration with professional bodies in line with the below:

| Category of Services | Professional Body/Association |
|---|---|
| **Forensic Investigations** | ▪ Association of Certified Fraud Examiners (ACFE); or<br>▪ Institute of Commercial Forensic Practitioners (ICFP) |
| **Ethics Management** | ▪ Ethics Management Institute; or<br>▪ Institute of Risk Management South Africa |

## 9. PAYMENT

9.1 The supplier will be paid in South African Rands, on a fixed price (Inclusive of VAT) for the service rendered.

9.2 Payment will be made within 30 days of receipt of the approved invoice according to an agreed payment schedule.

9.3 Payment will be against the key deliverables, provided professional-level quality standards have been met. Disputes as to what constitutes a reasonable standard will be referred to an agreed provider of arbitration services.

## 10. RULES OF BIDDING, RFP SUBMISSION REQUIREMENTS AND EVALUATION RULES OF BIDDING

10.1 The Border Management Authority reserves to itself the right to only appoint and enter into a contractual agreement with one entity or multiple entities for the services required, which entity or entities could be an independent contractor or independent contractors or a company or companies. The appointed entity or entities will be held fully accountable for the delivery against the full terms of the contractual agreement with the BMA.

10.2 The Border Management Authority reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, should it deem necessary. Should the contract between the BMA and the service provider be terminated by either party due to reasons not attributable to the supplier, the supplier will be remunerated for the appropriate portion of work completed up to a maximum amount of not more than the total fee quoted by the supplier for the appropriate phase of the project during which the appointment was terminated.

10.3 No data derived from the supplier for the supply of the goods under the contract may be used for any purposes except where authorisation in writing to do so has been granted.

10.4 The costs of preparing proposals and negotiating the contract shall be borne by the bidder and such costs are not reimbursable. The Border Management Authority is not bound to accept any of the bids submitted and reserves the right to negotiate price(s) with the preferred bidder. The bidder may request clarification on these Terms of Reference only during the advertised period. The Border Management Authority will not accept any late submissions.

## 11. FEE STRUCTURE

Work performed by the panel will be remunerated based on fees as stipulated in the guideline on fees for audits/investigation done on behalf of the Auditor-General South Africa (AGSA).

## 12. CONFIDENTIALITY

All information shared during this bidding process and implementation of this project, should the service provider be appointed, remains the property of BMA, and should be kept with the highest confidentiality and cannot be used or shared for any other purpose.

## 13. EVALUATION CRITERIA

Bids will be evaluated as follows:

### 13.1 STAGE 1: ADMINISTRATIVE COMPLIANCE

Suppliers must ensure that the following documents are attached, completed, and signed:

(i) SBD 1: Invitation to BID

(ii) SBD 4 form: Bidder's Disclosure

(iii) Authority to sign a bid

**NB: Only bidders that meet the above requirements will be evaluated at stage two (2).**

### 13.2 STAGE 2: MANDATORY REQUIREMENTS

#### 13.2.2 SERVICE CATEGORIES

13.2.2.1 Bidders are required to indicate their area of specialization by ticking the service category as per the table. This will form part of the mandatory evaluation criteria.

13.2.2.2 Bidders will be evaluated based on the selected service category/categories summarized below.

### 13.3 STAGE 2: MANDATORY REQUIREMENTS

13.3.2.1 Bidders must comply with the following Mandatory Requirements, and failure to comply will lead to disqualification:

**Should the bidder(s) select more than one category, the corresponding supporting evidence for mandatory evaluation must accompany the bid in line with the respective category**.

| Nr | Category: Select Preferred Category | Selection |
|---|---|---|
| 1 | **FORENSIC INVESTIGATIONS PANEL (CATEGORY 1)** | |
| | Forensic investigators | |
| | Digital Forensics | |
| | Forensic Accounting | |
| | Legal Experts | |
| | Cybersecurity Experts | |
| | Data Analysts | |
| | Questioned documents analysts | |

| | | |
|---|---|---|
| 2 | **ETHICS MANAGEMENT PANEL (CATEGORY 2)** | |
| | Conduct Ethics and corruption risk assessment | |
| | Conduct Ethics maturity assessments and gap analysis | |
| | Anonymous whistleblowing reporting line | |
| | Ethics training, awareness, and marketing campaigns | |

| Service Categories | Professional Qualification | Substantiating evidence of compliance |
|---|---|---|
| **Ethics Management** | **Project Manager experience:**<br>Bidder to submit a CV reflecting at least a minimum of 3 years of experience in ethics management or relevant field. All bidders are required to submit CVs for proposed personnel strictly using the prescribed template attached as **Annexure A**. Failure to submit CVs in the prescribed format/template may result in disqualification of the bid. | Attach a copy of the CV |
| | **Project Manager qualification:**<br>Project Manager must have an NQF Level 8 qualification or higher in any of the following: criminal justice, law, forensic investigation, forensic science, forensic auditing, risk management or forensic accounting. | Attach a copy of the qualification |
| | **Project Manager must be registered with any of the bodies below or any other relevant bodies:**<br>▪ Ethics Management Institute; or<br>▪ Institute of Risk Management South Africa | Attach a copy of a valid registration certificate. The certificate should be valid at the closing date of the tender. |
| **Forensic Investigations** | **Project Manager experience:**<br>Bidder to submit a CV reflecting at least a minimum of 3 years of experience in forensic investigation or any relevant field. All bidders are required to submit CVs for | Attach a copy of the CV |

| | | |
|---|---|---|
| | proposed personnel strictly using the prescribed template attached as **Annexure A**. Failure to submit CVs in the prescribed format/template may result in disqualification of the bid. | |
| | **Project Manager qualification:**<br>Project Manager must have an NQF Level 8 qualification or higher in criminal justice, law, forensic science, forensic auditing or forensic accounting. | Attach a copy of the qualification |
| | **Project Manager must be registered with any of the bodies below or any other relevant bodies:**<br>▪ Association of Certified Fraud Examiners (ACFE); or<br>▪ Institute of Commercial Forensic Practitioners (ICFP). | Attach a copy of a valid registration certificate. The certificate should be valid at the closing date of the tender. |

## ANNEXURE A: CURRICULUM VITAE (CV) TEMPLATE FOR PROPOSED PROJECT PERSONNEL

**IMPORTANT NOTICE:** All bidders are required to submit CVs for proposed personnel strictly using this prescribed template. Failure to submit CVs in the prescribed format/template may result in disqualification of the bid.

### 1. PERSONAL DETAILS

| Description | Details |
|---|---|
| Full Name and Surname | |
| ID Number / Passport Number | |
| Nationality | |
| Proposed Role on the Project | |
| Contact Number | |
| Email Address | |

### 2. EDUCATIONAL QUALIFICATIONS / CERTIFICATIONS

| Qualification | Institution | Year Obtained |
|---|---|---|
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## 3. WORKING EXPERIENCE

Provide details of employment history and relevant ICT projects worked on.

| Employer / Company | Position Held | Employment Period (From – To) | Number of Years | Key Responsibilities |
|---|---|---|---|---|
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## 4. PROJECTS WORKED ON

Provide details of projects relevant to the proposed role.

| Project Name | Client / Organisation | Role Performed | Project Duration | Project Status (Completed / In Progress) | Brief Description of Work Performed |
|---|---|---|---|---|---|
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