

REQUEST FOR PROPOSAL

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER PAYROLL PROCESSING AND
EMPLOYEE BENEFITS ADMINISTRATION SERVICES FOR A PERIOD OF THREE (3)
YEARS.**

1 DEFINITIONS

For purposes of this document, the following definitions are used and all references to legislation are to legislation as amended from time to time:

“B-BBEE”	has the meaning defined in the Broad Based Black Economic Empowerment Act, Number 53 of 2003;
“Bid”	means a proposal submitted by a Bidder in response to this RFP;
“Bidder”	means an owner/entity/ joint venture/ consortium who having received the RFP intends to respond thereto by submitting a proposal;
“Consortium”	means any group of persons wishing to be considered for the provision of the Services required under this RFP, irrespective of whether there is any formal agreement between them;
“Management Control”	means, in relation to any enterprise, the ability to direct or cause the direction of the business and management policies or practices of the enterprise;
“Member”	means, with respect to a Bidder, which is a Consortium, each member thereof, including each Relevant Entity.
“Project”	means the appointment of a service provider to render Payroll Processing and Employee Benefits Administration services. This Request for Proposal (RFP) outlines the required services, qualifications, and evaluation criteria for selecting a vendor that will efficiently manage payroll and employee benefits for our workforce for a period of three (3) years.
“Project Officer”	means the Officials authorised by SAIPA to interact with Bidders for this RFP as named in this document;
“RFP”	means the request for proposal issued by SAIPA read together with any annexures;
“SAIPA”	means the South African Institute of Professional Accountants;
“Successful Bidder”	means the Bidder who following evaluation of its proposal in response to the RFP is selected by SAIPA as the party with whom to conclude the Service Level Agreement;
“ZAR” or “Rands”	means the South African Rand, being the official currency of South Africa.

2 BID SUBMISSION

- 2.1 SAIPA provides the information which is contained in or sent with this RFP, or which is made available in connection with any further enquiries or in subsequent briefing notes, in good faith.
- 2.2 This document (which expression shall include all other information, written or oral, made available during the procurement process) is being made available by SAIPA to potential Bidders on the condition that it is used solely for this procurement process and for no other purpose. SAIPA is not obliged to accept any response to this RFP.
- 2.3 Bidders to this RFP will be deemed to have satisfied themselves as to the authority of SAIPA to procure the Project and to be fully acquainted with the laws of South Africa under which SAIPA is established.
- 2.4 Bidders are therefore, at any stage of the Project, not entitled to request any additional information, advice, or opinion from any of the officials of SAIPA.
- 2.5 Each Bidder to whom this RFP (and other related documents) is made available must make his, her or its own independent assessment of the Project.
- 2.6 While reasonable care has been taken in preparing this RFP and other related documents, it does not purport to be comprehensive or to have been verified by SAIPA, its officials, employees, advisors, or any other person. SAIPA, its officials, employees or any of its advisors do not accept any liability or responsibility for the adequacy, accuracy, or completeness of any of the information or opinions stated in this RFP or other related documents.
- 2.7 No representation or warranty, express or implied, is or will be given by SAIPA, or any of its officers, employees, servants, agents, or advisors with respect to the information or opinions contained in this RFP or other related documents. Any liability in respect of such representations or warranties, howsoever arising is hereby expressly disclaimed.
- 2.8 SAIPA reserves the right to amend, modify or withdraw this RFP, or to amend, modify or terminate any of the procedures or requirements of the RFP at any time and from time to time, without prior notice and without liability to compensate or reimburse any Bidder.

- 2.9 If any Bidder or, its employees, advisors or agents make or offer to make any gift to any Borad member, employee of SAIPA, or consultant to SAIPA, on the Project either directly or through an intermediary then, such Bidder will be disqualified forthwith from participating in the procurement of the Project.

3 DUE DILIGENCE

- 3.1 Upon receipt of proposals from Bidders, SAIPA will assume that the Bidder has sufficiently familiarised themselves with the content of the RFP and all related annexures.

4 COMPULSORY BRIEFING SESSION

- 4.1 There will be no compulsory session.

5 BID DOCUMENTS

- 5.1 RFP documents are included in Annexure B.

6 SUBMISSION OF PROPOSALS

- 6.1 Closing date
Bidders must submit their proposals by no later than 12:00 on Wednesday 19 August 2026 to the specific email address SP0042026@saipa.co.za. Time of delivery will be determined by the date stamp on the received email. Fax and hand-delivered submissions will not be accepted.

- 6.2 Postponement of closing date

SAIPA reserves the right to postpone the submission date as indicated in Clause 6.1 above. However, Bidders should not pre-empt or rely on any postponements of the submission date as SAIPA does not foresee any reasons for postponement at this stage.

- 6.3 Late submissions

No late submissions will be accepted by SAIPA.

- 6.4 Incomplete submissions

Incomplete submissions, namely submissions that do not contain a response as contemplated in this RFP will be marked as incomplete, and may, at SAIPA's sole discretion, be rejected.

- 6.5 Proposals to be considered.

Only proposals submitted by Bidders will be considered for evaluation.

6.6 Correction of Errors

The completed proposal shall be submitted without alterations, erasures, or omissions, except those to accord with instructions issued by the Project Officer through briefing notes, in which case, such corrections shall be initialed in black ink by the person or persons signing the proposal.

6.7 Amendments to Proposals

SAIPA reserves the right, subject to compliance with legal administrative requirements, to request and accept any amendment to or modification of any aspect of any proposal from any selected or Successful Bidder at any time.

6.8 Cost of Submitting Proposals

6.8.1 Each Bidder, its relevant entities or any other person shall bear all costs associated with the preparation and submission of its proposal(s), including all its own costs incurred on any of the stages in the procurement process.

6.8.2 Should the process be terminated at any stage as a result of it being tainted by the corrupt activities of one or more of the Bidders and/or Member(s) whether in breach of the provisions of this RFP or other applicable legal requirements, then SAIPA shall have the right to recover from the said Bidder and/or Member(s) whose conduct has tainted the process any other damages or costs to SAIPA flowing from such termination.

7 COMMUNICATIONS WITH REGARD TO THE RFP

7.1 All communication regarding the Project shall be as follows:

Aspect of tender	Person	Position	Telephone	e-mail
Bidding Process	Michelle Mokwena	Supply Chain Manager	+27 (0) 11 207 7840	MMokwena@saipa.co.za
Technical Queries	Angy Mokgethwa	Senior HRBP	+27 (0) 11 207 7840	recruitment@saipa.co.za

7.2 All correspondence from the Bidder should be addressed to the Project Officer and must be signed by an authorised person or persons, legally binding the Bidder. All such signatures must indicate the name(s) of the person(s) signing them, their position(s), and the name of their organisation.

7.3 Any additional information, responses to queries and/or changes to the RFP will be communicated to Bidders in the form of Briefing Notes. Bidders are advised to ensure that they have received all issued Briefing Notes.

7.4 Bidders may ask for clarification on this RFP invite up to 5 (five) business days before the closing date specified for this RFP.

8 PROPOSAL REQUIREMENTS

8.1 Format of Proposals

8.1.1 Signing requirements of a single entity

8.1.1.1 Where the Bidder is a single legal entity, the principal or person(s) duly authorised to legally bind the legal entity concerned shall sign the original proposal. Each such person or persons shall be properly authorised to sign such documentation by way of a formal resolution by the board of directors, or its equivalent, of the organisation concerned.

8.1.1.2 Copies of such an authorisation, authorising the signatory to the proposal, resolution, properly dated, must accompany each proposal in the format provided in the RFP.

8.1.1.3 In addition, the signatory shall make a written declaration to the effect that all documentation signed by him or her is factually correct and true.
Signing requirements of a consortium or joint venture

8.1.2 Signing requirements of a consortium or joint venture

8.1.2.1 Proposals submitted by a consortium, or a joint venture shall be signed by the lead Member so as to legally bind all the constituent members of the consortium.

8.1.2.2 Proof of the authorisation of the lead Member to act on behalf of the consortium or a joint venture shall be included in the proposal submitted.

8.1.2.3 The lead Member shall be the only authorised party to make legal statements and receive instruction for and on behalf of any and all partners of the consortium or the joint venture.

8.1.2.4 A copy of the agreement entered into by the consortium partners or the joint venture partners for the formation of the consortium or joint venture shall be submitted with the Proposal.

8.1.2.5 The consortium/joint venture must submit a consortium/joint venture B-BBEE certificate.

8.1.2.6 In addition, every signatory shall make a written declaration to the effect that all documentation signed by him or her is factually correct and true.

8.1.3 Format of submissions

- 8.1.3.1 Bidders are requested to submit their bids in a clearly structured way. All parts of the proposal are to be clearly headed, pages should be numbered, and a detailed content listing is to be provided. The bids should follow a consistent numbering system that allows for easy cross-referencing, both within the proposal and also in terms of clarification questions, etc.
- 8.1.3.2 All proposals should be submitted in the format as prescribed in paragraph 8.1.3.3. and according to the following instructions:
- 8.1.3.2.1 Only 1 (one) original emailed version.
- 8.1.3.2.2 Only proposals completed in English will be accepted.
- 8.1.3.2.3 The onus is on the Bidder to submit all relevant information.
- 8.1.3.2.4 Bidders are nonetheless requested to avoid unnecessary duplication or repetition of information, and not to submit irrelevant information.
- 8.1.3.3 Please note that we do not accept any submissions through links. All submissions must be attached as documents. We accept the following common document formats: PDF; Word Document (.doc, .docx); Excel Spreadsheet (.xls, .xlsx); and PowerPoint (.ppt, .pptx).
- 8.1.3.4 Please ensure your proposal is submitted in one of the above-mentioned formats. Proposals submitted through links or other means will not be considered.

8.1.4 Identification of Proposal document

Bidders should prepare and submit proposals that are clearly and visibly identifiable as a Proposal for Tender Number: SP/004/2026 and include the following information at the beginning of the Proposal:

- Name of the Bidder;
- Tender number;
- Bid description; and
- Date of submission;

9 PROPOSAL VALIDITY

9.1 Validity Period

Proposals shall remain valid and open for acceptance for a period of 120 (one hundred and twenty) days from the closing date, and any agreed extension of the validity period.

9.2 Extensions to the Validity Period

SAIPA may, in exceptional circumstances, request the Bidder for an extension of the validity period, prior to the expiry of the original proposal validity period. The request and the response thereto shall be made in writing. A Bidder agreeing to the request will not be permitted to modify its Proposal.

10 EVALUATION PROCESS

10.1 Evaluation Structure

10.1.1 SAIPA has developed a bid evaluation structure in the organisation to undertake the evaluation process against the stated evaluation criteria of all tender submissions. There will be a 3 (three) level approach, being:

10.1.1.1 the Bid Evaluation Committee

This committee is comprised of officials from SAIPA and may include external expert(s), who may be appointed by the Chief Executive in writing, to provide professional advice and input regarding the, technical, financial, and B-BBEE aspects of the proposals, reporting to the Bid Adjudication Committee. The Bid Evaluation Committee, assisted by its sub-committees on technical, financial, and B-BBEE aspects, shall evaluate the proposals received from the Bidders.

10.1.1.2 the Bid Adjudication Committee

This committee is comprised of SAIPA officials or external specialist(s) or expert(s) who will consider the recommendations from the Bid Evaluation Committee on the Preferred Bidder. The Bid Adjudication Committee will, on the basis of the recommendations received from the Bid Evaluation Committee, further recommend to the Chief Executive the outcome of the Bid Evaluation Committee's report.

10.1.1.3 Chief Executive review and award

The Chief Executive is the sole official within SAIPA who can approve any tender award. The Chief Executive reserves the right to modify and amend the above procedures, subject to applicable law at its discretion in appropriate circumstances. Bidders will be notified of any material changes.

10.2 Evaluation Approach

10.2.1 SAIPA has adopted a 4 (four) stage approach in assessing, analysing, and evaluating Proposals, being:

10.2.1.1 First stage: Mandatory Compliance

10.2.1.2 Second Stage: Administrative Compliance

10.2.1.3 Third stage: Functionality Acceptance

10.2.1.4 Fourth stage: Price and B-BBEE

10.3 First stage: Mandatory Compliance

Bidders must fully comply with the Mandatory requirements (e.g. registration body, certificate, etc.) and those bidders who fail to comply will be disqualified from the process.

Item	Criteria	Yes / No
1.	The South African Revenue Service (SARS)	
2.	South African Payroll Association (SAPA)	
3.	Department of Employment and Labour (DoEL)	
4.	The Unemployment Insurance Fund (UIF)	
5.	The Compensation Fund (CF)	
6.	Financial Sector Conduct Authority (FSCA)	
7.	The Council for Medical Schemes (CMS)	

10.4 Second stage: Administrative Compliance

Item	Criteria	Yes / No
1.	BD1 – Submission of the Bid Summary correctly completed	
2.	BD2 – Tax compliant with SARS (Copy of tax compliance status pin to be supplied)	
3.	BD3 - Certificate of Authority for signatory / Delegation of Authority	
4.	BD4 – Tender Pricing	
5.	BD5 – Declaration of Interest	
6.	BD6 – Claim in respect of B-BBEE status	
7.	BD7 – Past Supply Chain Practices	
8.	BD8 – Certificate of Independent Bid Declaration	
9.	BD9 – List of any additional documents submitted	
10.	Copy of registration with CIPC. Attach a copy of registration certificate and proof of payment of annual fee	
11.	Certified copies of South African Identity Documents or Valid Passports of Members/Directors. In the case of a sole trader/practitioner, that of the owner.	

10.5 Third stage: Functionality Acceptance

Functionality criteria	Sub criteria	Maximum score																												
Bidders Experience	Proof of tenderer’s previous experience in providing similar services provided in the following format: <table><tr><th>Item</th><th>Client name</th><th>Contact detail</th><th>Project Description</th></tr><tr><td>1.</td><td></td><td></td><td></td></tr><tr><td>2.</td><td></td><td></td><td></td></tr><tr><td>3.</td><td></td><td></td><td></td></tr><tr><td>4.</td><td></td><td></td><td></td></tr><tr><td>5.</td><td></td><td></td><td></td></tr><tr><td>6.</td><td></td><td></td><td></td></tr></table> Scoring: (a) 6 projects or more 30 points (b) 5 projects 21 points (c) 4 projects 14 points (d) 3 projects 7 points	Item	Client name	Contact detail	Project Description	1.				2.				3.				4.				5.				6.				30
Item	Client name	Contact detail	Project Description																											
1.																														
2.																														
3.																														
4.																														
5.																														
6.																														
Contactable References	References should not be older than 5 (five) years. Please provide 6 contactable references. Points will be awarded on a scale of 5 points for each response with a positive outcome.	30																												
Key Personnel Experience	Experience of key personnel in managing Payroll and Employee Benefits Administration Processes (Please include details of individual’s CV illustrating experience) (a) 10 years and above experience 20 points (b) 7 – 9 years’ experience 15 points (c) 4 – 6 years’ experience 10 points (d) 3 years’ experience 5 points (e) Below 3 years’ experience 0 points	20																												
Methodology	Provide a detailed plan with timelines on how the bidder will manage the Payroll and Employee Benefits Administration Processes for SAIPA in terms of the following: (a) Provide end to end Payroll administration 5 points. (b) Provide end-to-end Benefits Administration 5 points. (c) Provide Financial Advice 5 points. (d) Tax and COIDA Submission 5 points.	20																												
Maximum score for Functionality		100																												

Bidders from the Functionality stage who have scored 80 (eighty) points or more will qualify for the Price and B-BBEE stage.

10.6 Fourth Stage: Price and B-BBEE

- 10.6.1 Subsequent to the evaluation of essential minimum Criteria and functional criteria, the fourth stage of evaluation of the Bids will be in respect of price and preferential procurement only.
- 10.6.2 Price proposals should be submitted in South African Rand (ZAR) excluding Value Added Tax (VAT)
- 10.6.3 The bidder shall provide the price proposal in the form as outlined in the table in **ANNEXURE B**. SAIPA prefers that the Bidder proposes a fixed fee. If the Bidder wishes to propose a fee in any other manner, for example, by way of a brokerage fee earned, or as a commission payable by the Underwriter, then full details and explanation must be provided as to the proposed payment methodology.
- 10.6.4 In event that the fee agreed to is not a fixed fee, it is a requirement that any underwriting policy entered into by SAIPA will always fully disclose all commissions/brokerage payable to the appointed Bidder in respect of each policy.
- 10.6.5 PLEASE NOTE: BIDDERS THAT OMIT AN ITEM FROM THE PRICING SCHEDULE CANNOT ADD THE ITEM ONCE THE TENDER HAS BEEN AWARDED.
- 10.6.6 The tenders will be evaluated on the basis of the point system as stipulated in the PPPFA applicable to State institutions. The bidder who achieves the highest total points out of 100 (hundred) will be recommended by the Bid Evaluation Committee (BEC) as the preferred tenderer. The 80/20 principle will apply for all SAIPA tenders.
- 10.6.7 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 10.6.8 SAIPA reserves the right to negotiate price with the preferred bidder.

10.7 Determination and announcing of Successful Bidder

SAIPA, through the Chief Executive shall determine and select a Successful Bidder, after having considered the recommendations prepared by the Bid Evaluation Committee and the report(s) of the Bid Adjudication Committee based on the Bid Evaluation Committee's recommendations.

11 CONFIDENTIAL INFORMATION

- 11.1 Bidders agree to keep information provided pursuant to this RFP confidential ("Confidential Information").

- 11.2 All Confidential Information provided (including all copies thereof) remains the property of SAIPA and must be delivered to SAIPA on demand.
- 11.3 By receiving this RFP each Bidder and each of its members agree to maintain its submission in response to this RFP confidential from third parties other than SAIPA and its officials, officers and advisors who are required to review the same for the purpose of the procurement of the Project.
- 11.4 The Confidential Information provided by SAIPA may be made available to a Bidder's Relevant Entity, members, employees, and professional advisors who are directly involved in the appraisal of such information (who must be made aware of the obligation of confidentiality).
- 11.5 Bidder's Relevant Entity, members, employees, and professional advisors shall not be entitled to, either in whole or in part; copy, reproduce, distribute, or otherwise make available to any other party the Confidential Information without the prior written consent of SAIPA.
- 11.6 The Confidential Information may not be used for any other purpose than that for which it is intended.
- 11.7 All Confidential Information provided (including all copies thereof) remains the property of SAIPA and must be delivered to SAIPA on demand.
- 11.8 Bidders, Relevant Entities, members, employees, and professional advisors may be required to sign confidentiality agreements.

12 INTELLECTUAL PROPERTY

All materials and data which are submitted by Bidders shall become the sole property of SAIPA, except for copyrighted material, trade secrets or other proprietary information clearly identified as such by Bidders.

13 INDEMNITY

Bidders shall be deemed by their submission of a proposal to agree to indemnify SAIPA and hold it harmless from any claim or liability and defend any action brought or legal step against SAIPA for its refusal to disclose materials marked confidential, trade secret or other proprietary information to any person seeking access thereto.

14 GOVERNING RULES AND LAWS

- 14.1 This Project is subject to the laws of the Republic of South Africa.
- 14.2 This RFP is issued by SAIPA for the sole purpose of the operation of SAIPA and its subsidiaries.

14.3 Bidder's Responsibilities

- 14.3.1 If a Bidder identifies any ambiguities, errors or inconsistency between the various documents that form part of this RFP, the Bidders should notify SAIPA and SAIPA will provide clarification as to the intended position.
- 14.3.2 To the extent that any inconsistency exists between the terms of the General Conditions of Contract and any other provision in the RFP, but such inconsistency is not identified by any Bidder and/or clarified by SAIPA prior to submission of the Bidder's Proposal, the terms of the General Conditions of Contract shall prevail.

14.4 Contact Policy

- 14.4.1 Bidders and their constituent Members, as well as their agents and advisors and related parties may not contact the employees, advisors of SAIPA or any other SAIPA official(s) who may be associated with this solicitation (other than the Project Officer), without the prior written approval of the Project Officer save in the case of pre-existing commercial relationships, in which case contact may be maintained only with respect thereto and, in making such permitted contact, no party may make reference to this solicitation or procurement.
- 14.4.2 This no-contact policy does not apply to any information deemed to be in the public domain, or which is readily available from public bodies within the Republic of South Africa where such information is not Project specific and is not under the control of SAIPA.
- 14.4.3 Bidders, Members, their agents, advisors, and related parties may not contact the employees, advisors of SAIPA or any of SAIPA official(s) engaged in the Project, with a view to offering, whether directly or indirectly, any one or more of them an employment opportunity with the Bidder or any Member thereof.

14.5 Corruption

- 14.5.1 SAIPA is committed to ethical and clean business practice and will not tolerate any impropriety in any respect and in particular with regard to the Project.
- 14.5.2 If any Bidder, Member or their employees, shareholders, representatives, advisors, or agents make or offers to make any gift or other gratuity to any Board member, employee of SAIPA, or consultant to SAIPA on the Project either directly or through an intermediary, SAIPA reserves the right to terminate its relationship with that Bidder or responsible party or entity.
- 14.5.3 SAIPA and each Bidder must give an undertaking that everything possible would be done to avoid irregularities, bribery, and corruption. SAIPA reserves the right to appoint an independent probity auditor to monitor in this regard the procurement process and the activities during the contract period.

14.6 No partnership, No offer

14.6.1 This RFP, initially is not an offer to enter into contractual relations but merely a solicitation of proposals to select a Successful Bidder and to conclude negotiations with such Successful Bidder. Thereafter the Successful Bidder together with SAIPA shall enter into a Service Level Agreement.

14.7 Independent Submission

14.7.1 By responding to this RFP each Bidder and its constituent Members certifies that:

14.7.1.1 its proposal has been submitted independently, without consultation, communication, or agreement for restricting competition, with any other Bidder or to any other competitor or potential competitor.

14.7.1.2 unless otherwise required by law, the relevant proposal has not been knowingly disclosed by it and will not knowingly be disclosed by it prior to opening, directly or indirectly to any other Bidder, member of another Bidder or to any competitor or potential competitor; and

14.7.1.3 no attempt has been made or will be made by it to induce any other person or firm to submit a proposal for the purpose of restricting competition.

14.7.2 The attention of each Bidder and their constituent Members is also drawn to Section 4(1) (b) (iii) of the Competition Act Number 89 of 1998, which prohibits 'collusive tendering'.

14.7.3 Any material failure on the part of a Bidder to comply with the Mandatory Response Requirements and Essential Minimum Requirements in this RFP, to the extent that same are not waived by SAIPA, may result in a proposal being treated as non-compliant. Non-compliant responses may be rejected without being further evaluated.

14.8 Grounds for Disqualification

14.8.1 The following events, in addition to any other events contained in this RFP, constitute (without being exhaustive) grounds upon which a Bidder (or if appropriate in SAIPA's determination, any Member thereof) may be disqualified at any stage of the Project procurement process:

14.8.1.1 an infringement of the confidentiality undertaking by any Bidder, Member or any director, officer, agent, trustee, or advisor of the Bidder and/or Member.

14.8.1.2 past, present, or future participation by any Bidder, Member or any director, officer, agent, trustee, or advisor of the Bidder and/or Member in any activity which may constitute corruption,

- bribery, or impropriety, during the Project procurement process, or any other government procurement process.
- 14.8.1.3 an infringement by any Bidder, Member or any director, officer, agent, trustee, or advisor of the Bidder and/or Member of any one or more of the provisions of Contact Policy, Independent Submission, or Corruption or any portion of such section(s).
- 14.8.1.4 Any Bidder and/or their constituent Member(s) that engages or communicates with any of the officials, agents, or advisors to the Project on any matter concerning the Project at any time during the Project procurement process, without due authority of the Project Officer, shall be disqualified from further participation in the procurement process.
- 14.8.1.5 Bidders are required to submit correct and true information. Failure to provide correct and true information constitutes a ground for disqualification.
- 14.8.1.6 Any change in composition, control, or structure of a Bidder or any one or more of its members from that set out in their response to the RFP, without the prior written consent for SAIPA constitutes a ground for disqualification.

14.9 Undertaking by Bidders

- 14.9.1 By signing a submission in response to this RFP, each Bidder signatory warrants that save as disclosed in writing to SAIPA, the response to the RFP and the information supplied by it (and its constituent members) remains true and warrants further that, save for any disclosures in writing to SAIPA, each Member of the Bidder has:
 - 14.9.1.1 not passed a resolution nor is the subject of an order by the court for the company's winding-up.
 - 14.9.1.2 not been convicted of a criminal offence relating to the conduct of its business or profession.
 - 14.9.1.3 not committed an act of grave misconduct in the course of its business or profession.
 - 14.9.1.4 fulfilled obligations relating to the payment of taxes under the laws of the Republic of South Africa.
 - 14.9.1.5 not made any misrepresentation in providing any of the information required in relation to the above; and
 - 14.9.1.6 not had any of their directors and/or shareholders listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act Number 12 of 2014, as a person prohibited from doing business with the public sector.

15 INCORRECT OR MISLEADING INFORMATION

SAIPA may disqualify any Bidder and/or revoke any decision in respect of the selection of a Successful Bidder or the announcement of the successful conclusion of negotiations with the Successful Bidder if such decision was based on incorrect information which the Bidder or its constituent members, advisors and/or agents provided in response to this RFP.

16 PROTECTION OF PERSONAL INFORMATION

In responding to this RFP, SAIPA acknowledges that it may obtain and have access to personal data of the bidders. SAIPA agrees that it shall only process the information disclosed by bidders in their response to this RFP for the purpose of evaluating and subsequent award of the tender and in accordance with any applicable law. Furthermore, SAIPA will not otherwise modify, amend, or alter any personal data submitted by bidders or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the bidders. Similarly, SAIPA requires bidders to process any personal information disclosed by SAIPA in the bidding process in the same manner.

ANNEXURE A – Terms of Reference.

ANNEXURE B – Submission documentation required.

ANNEXURE C – General conditions of contract.

ANNEXURE A

TERMS OF REFERENCE

1. TENDER OBJECTIVE

Tender Objective for Payroll and Employee Benefits Service Provider:

SAIPA is seeking proposals from qualified and experienced service providers to render Payroll Processing and Employee Benefits Administration services. This Request for Proposal (RFP) outlines the required services, qualifications, and evaluation criteria for selecting a vendor that will efficiently manage payroll and employee benefits for our workforce for a period of Three (3) years.

Key deliverables include:

Data Security and Privacy: Strong measures to protect sensitive employee information, in compliance with Protection of Personal Information Act (POPIA) and all applicable legislation.

Reporting and Analytics: Tools for generating detailed reports and analytics to assist in decision-making related to payroll and employee benefits administration.

Regulatory Compliance: Full compliance with applicable South African payroll, tax, labour, and benefits legislation.

Business Continuity: Disaster recovery and contingency measures to ensure uninterrupted payroll processing.

Reputation and References: Proven track record with demonstrable experience servicing medium to large organisations.

Scope of Services

The successful bidder must demonstrate sufficient experience, technical capability, and industry knowledge to provide the following services.:

Payroll Processing

- **Payroll Administration:** Process payroll on a monthly basis for approximately 70 employees.
 - Monthly payroll processing for permanent, fixed-term, and other eligible employees
 - Calculation of earnings, deductions, reimbursements, allowances, overtime, commissions, bonuses, and leave payouts
 - Maintenance of payroll records and employee remuneration data
- **Statutory Calculations and Submissions:** Calculate and remit all required PAYE, UIF, SDL, and where relevant COIDA, and retirement fund submissions. This includes submission of statutory returns and year-end reconciliations such as: EMP201, EMP501 and IRP5/IT3(a)
- **Salary Payments and Payslips**
 - Facilitate electronic salary payments through secure banking integrations
 - Generate electronic payslips.
 - Provide secure access to historical payroll records

- **Payroll Adjustments:** Handle salary increases and adjustments for bonuses, commissions, overtime, salary changes, and other special payroll circumstances.
- **Payroll Reports:** Provide detailed reports on Payroll summaries, Cost centre reports, Variance reports, Tax reports, Year-to-date earnings and deductions and Leave liability reports
- **Year-End Services:** Prepare consolidated year end reports when required and assist during internal or external audits

Employee Benefits Administration

- **Benefits Enrolment & Management:** Administer employee benefits programs including medical aid, retirement plans, group life insurance, disability insurance, and other employee perks.
 - Member onboarding and registration
 - Benefit amendments
 - Withdrawal processing
 - Claims administration support
 - Contribution reconciliation
- **Compliance & Reporting:** Ensure compliance with all relevant laws and regulations - e.g. SARS, UIF, SDL, and provide necessary reports and filings.
- **Open Enrolment:** Manage open enrolment periods, providing employees with the information necessary to make informed decisions about their benefits options.
- **Benefits Communication:** Regularly update employees on benefits options, changes, and eligibility.

Employee Self-Service Portal

- Provide an employee self-service portal for employees to access pay slips, benefits information, tax documents, and update personal details.

Consulting and Support

- Offer consultation on best practices for payroll and benefits management.
- Provide ongoing support for HR teams and employees to address questions or concerns related to payroll and benefits.
- Respond to employee payroll queries within agreed service levels.

Service Standards and Due Care

The successful bidder shall exercise reasonable care, skill, diligence, and professional competence in delivering services.

The service provider must ensure:

- Service delivery in accordance with agreed SLA turnaround times
- Accurate and timely payroll processing
- Compliance with all statutory deadlines
- Clear process documentation and governance controls
- Prompt escalation of risks, issues, or compliance concerns
- Confidential handling of sensitive employee information

Any material risks, errors, or control weaknesses identified must be communicated to SAIPA without delay.

2. SAIPA OBJECTIVES

SAIPA is the South African Institute of Professional Accountants and is a leading Professional Accountancy Organisation (PAO) for Professional Accountants in South Africa. SAIPA boasts a membership of almost 15 000 (fifteen thousand) members and celebrates over 40 (forty) years in the industry.

SAIPA represents professionals in the Accounting, Tax and Business Advisory fields in practice, commerce and industry, academia, and the public sector.

For over 40 (forty) years, SAIPA has been a pioneer in the South African economy, contributing to the advancement of the accountancy profession, influencing legislation, and constantly transforming to keep abreast of business, financial and social developments in the country and internationally.

SAIPA is a member of the International Federation of Accountants (IFAC), the Pan African Federation of Accountants (PAFA), the Sustainability Accounting Standards Board (SASB), and the International Ethics Standards Board for Accountants (IESBA).

SAIPA is a professional body registered with South African Qualification Authority (SAQA) and has a registered professional designation as well as a number of registered certifications.

SAIPA'S VALUE PROPOSITION IS THAT OF:

- REPRESENTING accredited professionals in practice, commerce and industry, academia and the public sector and putting the interests of our members at the forefront of all our endeavours.
- ENSURING that our qualifications remain relevant by complying with all accountancy and related standards.
- ENABLING our members to remain relevant and successfully meet current and future challenges within the profession.
- PROMOTING and INFLUENCING the advancement of the accountancy and business advisory professions.
- DEVELOPING and DELIVERING continuous professional development (CPD) programmes of the highest quality, which are aligned to education and training qualifications.
- IMPLEMENTING INITIATIVES that provide for the advancement of the accounting profession, which are based on business research as well as local and global economic and social developments.

3. EXTENT OF THE SERVICE

The service provider should possess the experience, expertise, and knowledge to assist SAIPA with the following:

Key deliverables include:

- **Data Security and Privacy:** Strong measures to protect sensitive employee information, in compliance with data protection regulations.
- **Reporting and Analytics:** Tools for generating detailed reports and analytics to assist in decision-making related to payroll and employee benefits administration.
- **Reputation and References:** A strong track record and positive references from previous clients in similar industries.

Scope of Services:

The selected vendor will be responsible for providing the following services:

Payroll Processing

- **Payroll Administration:** Process payroll on a monthly basis for approximately 70 employees.
 - Monthly payroll processing for permanent, fixed-term, and other eligible employees
 - Calculation of earnings, deductions, reimbursements, allowances, overtime, commissions, bonuses, and leave payouts
 - Maintenance of payroll records and employee remuneration data
- **Statutory Calculations and Submissions:** Calculate and remit all required PAYE, UIF, SDL, and where relevant COIDA, and retirement fund submissions. This includes submission of statutory returns and year-end reconciliations such as: EMP201, EMP501 and IRP5/IT3(a)
- **Salary Payments and Payslips**
 - Facilitate electronic salary payments through secure banking integrations
 - Generate electronic payslips.
 - Provide secure access to historical payroll records
- **Payroll Adjustments:** Handle salary increases and adjustments for bonuses, commissions, overtime, salary changes, and other special payroll circumstances.
- **Payroll Reports:** Provide detailed reports on Payroll summaries, Cost centre reports, Variance reports, Tax reports, Year-to-date earnings and deductions and Leave liability reports

Year-End Services: Prepare consolidated year end reports when required and assist during internal or external audits

Employee Benefits Administration:

- **Benefits Enrolment & Management:** Administer employee benefits programs including medical aid, retirement plans, group life insurance, disability insurance, and other employee perks.
 - Member onboarding and registration
 - Benefit amendments
 - Withdrawal processing

- Claims administration support
- Contribution reconciliation
- **Compliance & Reporting:** Ensure compliance with all relevant laws and regulations - e.g. SARS, UIF, SDL, and provide necessary reports and filings.
- **Open Enrolment:** Manage open enrolment periods, providing employees with the information necessary to make informed decisions about their benefits options.
- **Benefits Communication:** Regularly update employees on benefits options, changes, and eligibility.

Employee Self-Service Portal

- Provide an employee self-service portal for employees to access pay slips, benefits information, tax documents, and update personal details.

Consulting and Support

- Offer consultation on best practices for payroll and benefits management.
- Provide ongoing support for HR teams and employees to address questions or concerns related to payroll and benefits.
- Respond to employee payroll queries within agreed service levels

4. USE OF REASONABLE CARE AND SKILL

The successful bidder must use adequate skills and care to ensure that:

- The turnaround times are adhered to as per the Service Level Agreement (SLA).
- Agreed processes are clearly understood and adhered to.
- Any risks unknown to SAIPA are identified and communicated within reasonable time.

5. CO-OPERATION WITH OTHER SERVICE PROVIDERS

The successful bidder will be expected to cooperate with the current Payroll Service Provider for hand over purposes and the Finance Department

6. APPROVALS

All claims for the replenishment of any movable/immovable assets will be executed by the insurer upon receipt of authorisation from the Chief Financial Officer or his/her delegate. All requests for the implementation or modification of CRM services and related resources will be executed by the service provider upon receipt of authorisation from the Chief Operations Officer or his delegates.

7. ACCESS TO FACILITIES OR RECORDS

During the inspection and assessment for Payroll and Employee Benefits Administration purposes, the successful bidder shall be provided with access to all SAIPA facilities or records.

8. PLANNING AND PROGRAMMING

Upon the commencement of the contract, the successful bidder may conduct site assessments as part of the take-on project.

9. FORMAT OF COMMUNICATIONS

Communication with the successful bidder shall be in the form of meetings (physical or virtual) as and when required, telephonically, or by means of e-mails.

10. KEY PERSONNEL

Bidders must supply a comprehensive CV of a key account manager. The CV must be accompanied by certified copies of relevant qualifications to support the knowledge and acquired skills.

11. MANAGEMENT MEETINGS

The successful bidder shall be available for meetings with SAIPA'S Project Manager on any matter relating to extent of services or deviations from the SLA.

12. FORMS OF CONTRACT ADMINISTRATION

The General Conditions of Contract document as attached in **ANNEXURE C** must be signed and submitted with the bid document. A Service Level Agreement will be entered into with the bidder that wins the bid.

ANNEXURE B

SUBMISSION DOCUMENTATION REQUIRED

PART A - INVITATION TO BID					
YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF SAIPA					
BID NUMBER: SP/004/2026	CLOSING DATE:		19 August 2026	CLOSING TIME:	12:00
BID DESCRIPTION:	APPOINTMENT OF A SERVICE PROVIDER TO RENDER PAYROLL PROCESSING AND EMPLOYEE BENEFITS ADMINISTRATION SERVICES FOR A PERIOD OF THREE (3) YEARS.				
BID RESPONSE DOCUMENTS MUST BE SUBMITTED TO THE FOLLOWING SECURE E-MAIL ADDRESS: -					
SP0042026@saipa.co.za					
VALIDITY PERIOD	120 DAYS				
COMPULSORY BRIEFING SESSION	NONE				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO	TECHNICAL ENQUIRIES MAY BE DIRECTED TO				
CONTACT PERSON	Michelle Mokwena		CONTACT PERSON	Angy Mokgethwa	
TELEPHONE NUMBER	+ 27 (0) 11207 7840		TELEPHONE NUMBER	+27 (0) 082 410 1012	
E-MAIL ADDRESS	MMokwena@saipa.co.za		E-MAIL ADDRESS	recruitment@saipa.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
EMAIL ADDRESS					
VAT REGISTRATION NUMBER					
TOTAL BID PRICE EXCLUDING VAT					
TAX COMPLIANCE PIN NUMBER					
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE PROVIDED	TICK BOX	APPLICABLE	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX	
	☐ Yes ☐ No			☐ Yes ☐ No	
A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES AND QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE.					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOOD/SERVICES/WORKS OFFERED?	TICK APPLICABLE BOX (IF YES ENCLOSE PROOF) ☐ Yes ☐ No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GGODS/SERVICES/WORKS OFFERED?	TICK APPLICABLE BOX (IF YES ANSWER THE QUESTIONNAIRE BELOW) ☐ Yes ☐ No
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA?		☐ Yes ☐ No	
DOES THE ENTITY HAVE A BRANCH IN SOUTH AFRICA?		☐ Yes ☐ No	
DOES THE ENTITY HAVE A SOURCE OF INCOME IN SOUTH AFRICA?		☐ Yes ☐ No	
IS THE ENTITY LIABLE FOR ANY FORM OF TAXATION IN SOUTH AFRICA?		☐ Yes ☐ No	
IF THE ANSWER TO ALL OF THE ABOVE IS "NO", THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS).			

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 OFFICAL FORMS PROVIDED – (NOT TO BE RETYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3	THIS BID IS SUBJECT TO THE BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT 53 OF 2013, AND THE PRINCIPLES OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT IN ANNEXURE 3 , AND IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4	THE SUCCESFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM.
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 SAIPA 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.
3.	PERSONAL RELATIONSHIPS WITH PERSONS AT SAIPA:
3.1	BIDDERS ARE REQUIRED TO DISCLOSE FULLY ANY RELATIONSHIP, AND THE NATURE OF THE RELATIONSHIP, THEY MAY HAVE WITH A MEMBER, DIRECTOR, EXECUTIVE OR STAFF MEMBER OF SAIPA. ANY FAILURE TO DO SO WILL IMMEDIATELY RENDER THE TENDER OR CONTRACT NULL AND VOID.

SIGNATURE OF BIDDER: _____

CAPACITY IN WHICH THE BID IS BEING SIGNED: _____

(Proof of authority must be submitted. e.g. company resolution)

DATE: _____

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a requirement of the bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate requirements are also applicable to foreign bidders/individuals who wish to submit bids.
2. SARS shall then furnish the bidder with a Tax Clearance Certificate that shall be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate shall result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate shall not be acceptable.
4. In bids where Consortia / Joint Ventures / subcontractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers shall need to register with SARS as e-Filers through the website www.sars.gov.za.

CERTIFICATE OF AUTHORITY FOR SIGNATORY / DELEGATION OF AUTHORITY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category, and attach their Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents to the page provided at the end of this form.

(i) COMPANY	(ii) CLOSE CORPORATION	(iii) PARTNERSHIP	(iv) JOINT VENTURE	(v) SOLE PROPRIETOR

(i) CERTIFICATE FOR COMPANY

I, chairperson of the Board of Directors of hereby confirm that by resolution of the Board (Copy attached) taken on 20....., Mr/Ms acting in the capacity of, was authorised to sign all documents in connection with the tender number and any contract resulting from it, on behalf of the company.

Chairman: _____

As Witnesses: 1. _____

2. _____

Date: _____

(ii) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as hereby authorise Mr./Ms acting in the capacity of, to sign all documents in connection with the tender number and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

(iii) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as hereby authorise Mr./Ms acting in the capacity of, to sign all documents in connection with the tender number and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

(iv) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer on behalf of the Joint Venture and hereby authorise Mr./Ms acting in the capacity of lead partner, to sign all documents in connection with the tender number and any contract resulting from it, on our behalf. This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the parties to this Joint Venture.

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate/Agreement is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Joint Venture as a whole.

(v) CERTIFICATE FOR SOLE PROPRIETOR

I,, hereby confirm that I am the sole owner of the business trading as
.....

Signature of Sole owner: _____

As Witnesses: 1. _____

 2. _____

Date: _____

TENDER PRICING

1. The tender must price all items contained in the Pricing Schedule below. Failure to bid for all items shall be deemed as bidding out of scope.
2. Bidders must provide a pricing schedule according to the proposal. The total bid price (excluding VAT) must be stated in the cover page of this RFP.
3. Tender prices must be in ZAR currency.
4. Fees and any other administrative fees that will be payable, must be indicated as separate items in the Gross insurance premium tendered.
5. The premium tendered must remain firm for the first initial period of 12 (twelve) months, thereafter the annual escalation of the premium for subsequent years must not exceed the reasonably anticipated industry-related Consumer Price Index.

Item	Policy description	Proposed fee (excluding VAT)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.	Any other fees proposed	
Total fee proposed (excluding VAT)		

DECLARATION OF INTEREST

1. Any legal person, or persons involved in the organisation submitting the tender who has any relationship with any Member, Director, Executive or other staff member of SAIPA, including a blood relationship or a relationship through marriage, or through a relationship considered as being one at common law, may make an offer or offers in terms of this Request for Proposals (including a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of nepotism or favouritism, should the resulting bid, or part thereof, be awarded to an organisation with a relationship to Members, Directors or other persons employed by SAIPA, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to SAIPA.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:
 - 2.3 Position occupied in the Company (director, trustee, shareholder):
.....
 - 2.4 Company Registration Number:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.7 A list of the names of all Members, Directors, or other employees of SAIPA, their identity number and relationship to the bidder, where either a direct or indirect relationship exists.

3. DECLARATION

I, THE UNDERSIGNED _____ CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPH 2 ABOVE IS CORRECT AND TRUE IN EVERY RESPECT.

I ACCEPT THAT SAIPA MAY REJECT THE BID AGAINST ME IN TERMS OF ANY FALSE DECLARATION IN TERMS OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 WHICH ARE APPLIED BY SAIPA

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic (B-BBEE) Status Level of Contribution.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point system is applicable to all bids irrespective of the value of the bid:

- the 80/20 system.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this specific bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL	20
Total points for Price and B-BBEE will not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 SAIPA reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (c) “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “EME” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “functionality” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “prices” includes all applicable taxes less all unconditional discounts;
- (h) “proof of B-BBEE status level of contributor” means:
 - 1) B-BBEE Status level certificate issued by an authorised body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 SAIPA UTILISES THE 80/20 PREFERENCE POINT SYSTEMS IRRESPECTIVE OF THE PRICE FOR THE BID.

A maximum of 80 points is allocated for price on the following basis:

$$P_s = 80 \left\{ 1 - \frac{P_t - P_{min}}{P_{min}} \right\}$$

where,

P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: = (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

☐ Yes

☐ No

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE?

☐ Yes

☐ No

(Please tick appropriate boxes)

☐ EME

☐ QSE

(Please tick appropriate boxes)

Indicate, if an EME or QSE, the relevant % in each category.	EME	QSE
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by Black people		
Black people who are military veterans		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation ☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- iv) If the B-BBEE status level of contributor 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 –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 (ten) years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

Signature of Bidder

Date

Address

Witnesses

(1) _____
Signature

Date

(2) _____
Signature

Date

DECLARATION OF BIDDERS PAST SCM PRACTICES

1. This Standard Bidding Document must form part of all bids invited.
2. This serves as a declaration to be used by Bidders to enable SAIPA to ensure that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any Bidder may be disregarded if that Bidder, or any of its directors have:
 - (a) abused any supply chain management system;
 - (b) committed fraud or any other improper conduct in relation to such system; or
 - (c) failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

- 4.1 Has the Bidder, or any of its Officers been convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past 5 (five) years? Yes or No?

Please furnish particulars if Yes.

- 4.2 Has any contractor between the Bidder and any other organisation been terminated during the past 5 (five) years on account of failure to perform or comply with any contract? Yes or No?

Please furnish particulars if Yes.

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid SP/004/2026, do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:

_____ that:
(Name of Bidding Company)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorised by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organisation, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities, or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. 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 will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement, or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors, or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature

Date

Position

Name of Bidder

LIST OF ANY ADDITIONAL DOCUMENTS SUBMITTED

We confirm that the following is a comprehensive list of all other documentations which form part of this tender application.

Item	Description
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

Signature: _____
(of person authorised to sign on behalf of the tenderer)

Date: _____

ANNEXURE C

GENERAL CONDITIONS OF CONTRACT

NOTES:

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to the South African Institute of Professional Accountants (“SAIPA”) bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with SAIPA.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract.
- Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

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 agreement entered into between SAIPA 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 the suppliers contractual obligations.
- 1.4 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a SAIPA official in the procurement process or in contract execution.
- 1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidised 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 recognised 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 Republic of South Africa at lower prices than that of the country of origin and which have the potential to harm the local industries in the Republic of South Africa.
- 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 SAIPA 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 SAIPA 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 its 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 of South Africa 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 **"Republic"** means the Republic of South Africa.
- 1.22 **"SCC"** means the Special Conditions of Contract.
- 1.23 **"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.
- 1.24 **"SAIPA"** means the South African Institute of Professional Accountants.
- 1.25 **"Supplier"** means the successful bidder who is awarded the contract to supply, maintain and administer the required and specified goods or services.
- 1.26 **"Tort"** means in breach of contract.
- 1.27 **"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 SAIPA 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.

4 Standards

The goods or services 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 SAIPA'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 SAIPA 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 SAIPA'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 SAIPA and shall be returned (all copies) to SAIPA on completion of the Supplier's performance under the contract if so required by SAIPA.
- 5.4 The Supplier shall permit SAIPA to inspect the Supplier's records relating to the performance of the Supplier and to have them audited by auditors appointed by SAIPA, if so required by SAIPA.

6 Patent rights

The Supplier shall indemnify SAIPA 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 SAIPA.

7 Performance security

- 7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to SAIPA the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to SAIPA as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract.
 - (a) The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to SAIPA and shall be in one of the following forms:
 - (i) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in SAIPA's country or abroad, acceptable to SAIPA, in the form provided in the bidding documents or another form acceptable to SAIPA; or
 - (ii) a cashier's or certified cheque
 - (b) The performance security will be discharged by SAIPA and returned to the Supplier not later than 30 (thirty) 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, test 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 the Goods 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 SAIPA acting on behalf of SAIPA.
- 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, SAIPA 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 SAIPA.
- 8.5 Where the Goods or Services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such Goods or Services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the Supplier.

- 8.6 Goods 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 the Suppliers 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, SAIPA 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 SAIPA 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 SAIPA.

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

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

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 SAIPA's personnel, at SAIPA'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 SAIPA 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) Advanced notification to SAIPA of the pending termination, in sufficient time to permit SAIPA to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to SAIPA, 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 SAIPA'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 12 (twelve) 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 18 (eighteen) 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 SAIPA 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 SAIPA.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, SAIPA 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 SAIPA 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 SAIPA 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 SAIPA, but in no case later than 30 (thirty) days after submission of an invoice or claim by the Supplier.
- 16.4 Payments will be made in Rand unless otherwise stipulated in SCC.

17 Prices

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 the Suppliers bid, with the exception of any price adjustments authorised in SCC or in SAIPA's request for bid validity extension, as the case may be.

18 Contract amendments

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

The Supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with SAIPA's prior written consent.

20 Subcontracts

The Supplier shall notify SAIPA 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 SAIPA 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 SAIPA 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, SAIPA shall evaluate the situation and may at its 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 Goods 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 goods 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, SAIPA 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 its other rights, be entitled to claim damages from the Supplier.

22 Penalties

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, SAIPA 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. SAIPA may also consider termination of the contract pursuant to GCC Clause 23.

23 Termination for default

23.1 SAIPA, 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 SAIPA 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 SAIPA, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event SAIPA terminates the contract in whole or in part, SAIPA 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 SAIPA 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 SAIPA terminates the contract in whole or in part, SAIPA may decide to impose a restriction penalty on the Supplier by prohibiting such Supplier from doing business with SAIPA for a period not exceeding 10 (ten) years.

23.4 If SAIPA 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 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the Supplier fail to respond within the stipulated 14 (fourteen) days SAIPA may regard the intended penalty as not objected against and may impose it on the Supplier.

24 Anti-dumping and countervailing duties and rights

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 subsidised 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 SAIPA or SAIPA may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to Goods or Services which it 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 it.

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 its delay in performance or other failure to perform its 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 SAIPA in writing of such condition and the cause thereof. Unless otherwise directed by SAIPA 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

SAIPA 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 SAIPA.

27 Settlement of disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between SAIPA 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 30 (thirty) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either SAIPA or the Supplier may give notice to the other party of its 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) SAIPA shall pay the Supplier any monies due the Supplier.

28 Limitation of liability

- 28.1 Except in the case of criminal negligence or wilful misconduct, and whether in the case of infringement pursuant to Clause 6:
- (a) the Supplier shall not be liable to SAIPA, 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 SAIPA; and
 - (b) the aggregate liability of the Supplier to SAIPA, 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

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

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

31 Notice

- 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 the Supplier shall be posted by ordinary mail to the address furnished in the Supplier's bid or to the address notified later by the Supplier 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 notices.

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 SAIPA's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, stamp duties, license fees, etc incurred until delivery of the contracted goods to SAIPA.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SAIPA 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 Prohibition of Restrictive practices

- 33.1 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).
- 33.2 if a bidder(s)) or contractor(s), based on reasonable grounds or evidence obtained by SAIPA, has / have engaged in the restrictive practice referred to above, SAIPA 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.
- 33.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, SAIPA 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 SAIPA for a period not exceeding 10 (ten) years and / or claim damages from the bidder(s) or contractor(s) concerned.