



**DEPARTMENT: SOUTH AFRICAN POLICE SERVICE**

**REPUBLIC OF SOUTH AFRICA**

Private Bag X254, Pretoria, 0001, Tel: 012 - 841 7459, Facsimile: 012 - 841 7071  
117 Cresswell Road, Silverton, Pretoria

**The Manager**

**Reference no: 19/1/9/1/22TD (25)**

**Date:** \_\_\_\_\_

**Enquiries:**  Lt Colonel Lalla

**Tel no:**  012-841 7745

Sir / Madam

**REQUIRED BY THE SOUTH AFRICAN POLICE SERVICE**

**CLOSING TIME AND DATE FOR BIDS IS 11:00 on the date as specified in the document and on e-Tender**

The Department of the South African Police Service requires the item(s)/service as described per attached bid invitation, and you are requested to complete the bidding documents and to submit it in accordance with the under-mentioned stipulations:

- The conditions contained in the attached annexures apply.
- Bidders to take note that the bid documents must be printed, completed and uploaded with all the required attachments and or mandatory documents on e-Tender.
- Only bid responses received on e-Tender will be considered.
- No manual responses will be accepted or considered
- The bid will be valid for a period of 90 days after the closing date.
- The attached forms/annexures, if completed in detail and returned, will form part of your bid.
- You are advised to acquaint yourself with the contents of the attached General Conditions of Contract.

It will be expected of the successful bidder to sign the formal contract at this office within seven (7) days after he/she has been informed to this effect.

Yours faithfully

**ACTING COMPONENT HEAD: PROCUREMENT AND CONTRACT MANAGEMENT**  
**JS SMIT**

**BRIGADIER**

Date:

*2015 12 12*

**19/1/9/1/22TD (25) 01**

# PLEASE NOTE



BID NO: 19/1/9/1/22TD (25)  
CLOSING TIME: 11:00 ON 2026-03-27

**IT IS ESSENTIAL THAT THE FOLLOWING BID DOCUMENT AND THE RELEVANT SPECIFICATION BE COMPLETED IN FULL. FAILURE TO COMPLETE ANY PART OF THE BID OR SPECIFICATION WILL INVALIDATE YOUR BID DOCUMENT.**

**PLEASE NOTE AND ADHERE TO PARAGRAPH 1 OF THE SPECIAL CONDITIONS FAILURE TO COMPLY WILL INVALIDATE YOUR OFFER.**

NOTED BY THE BIDDER:

.....  
SIGNATURE: BIDDER

.....  
DATE

19/1/9/1/\_22TD (25) 02



## BID DOCUMENT CHECKLIST

BID NO: 19/1/9/1/22TD (25)

DESCRIPTION: REQUEST FOR AN OPEN BID FOR MAINTENANCE AND REPAIR OF HAMILTON INSTRUMENTS: COMPONENT: FORENSIC SCIENCE LABORATORY: SECTION: BIOLOGY PRETORIA AND WESTERN CAPE FOR A PERIOD OF TWO (2) YEARS

(Mark with Yes or No)

		Procurement Office	Bidder	Bid Management
<b>NO.</b>	<b>REQUIREMENTS</b>			
1	SBD forms (1, 4, 5 and 6.1)	X		
2	Pricing Schedule	X		
3	Central Supplier Database (CSD) Report	X		
4	Profit Margin	X		
5	Special Requirements and Conditions of the Bid	X		
6	Applicable Test Reports/Certificates/etc.	X		
7	Portfolio of Evidence	X		

**BIDDER:**

\_\_\_\_\_  
NAME IN PRINT

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**BID MANAGEMENT:**

\_\_\_\_\_  
NAME IN PRINT

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**X = REQUIRED**

**YES = SUBMITTED / RECEIVED**

**NO = NOT SUBMITTED / NOT RECEIVED**

19/1/9/1/\_22TD (29 03

<b>SUPPLIER TO COMPLETE</b>		
Are you a NEW supplier?	<b>YES</b>	<b>KINDLY REGISTER ON NATIONAL TREASURY CSD: <a href="http://WWW.CSD.GOV.ZA">WWW.CSD.GOV.ZA</a> AND OBTAIN A CSD SUPPLIER NUMBER</b>
Are you an EXISTING Supplier?	<b>YES</b>	<b>KINDLY PROVIDE YOUR CSD AND POLFIN SUPPLIER NUMBER</b>
Supplier Number in CSD		
Supplier Number in POLFIN		

<b>OFFICE USE ONLY</b>				
<b>RFQ received on:</b>			<b>Reason for rejection:</b>	
<b>Accepted</b>		<b>Rejected</b>		
<b>Supplier Number in POLFIN</b>			<b>Supplier Number in CSD</b>	

<b>C. CHECKLIST OF DOCUMENTS</b>		<b>CROSS REFERENCE</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
1.	Copy of Business entity's Registration Documents: i.e. CK2 form <ul style="list-style-type: none"> <li>For Close Corporations – a copy of the CIPRO report showing the directors/owners/members of the cc</li> <li>For Pty Ltd – a copy of the CIPRO report as well as a copy of the shareholders agreement or a letter from your auditors confirming the shareholding of the company</li> <li>Copy of shareholders/members certificates / agreements</li> </ul>	Approved on CSD			
2.	Business entity's Vat Registration Certificate	Approved on CSD			
3.	Current Business entity original Tax Clearance Certificate	Approved on CSD			
4.	Identity Documents of Shareholders/Directors/Passport Documents	Approved on CSD			
5.	Proof of CIDB Registration	Approved on CSD			
6.	Registration of bank account details	Approved on CSD			
7.	B-BBEE Status level verification certificate	Approved on CSD			

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**!!!!IMPORTANT NOTICE!!!! BID 19/1/9/1/22TD (25)**

**A COMPULSORY BRIEFING SESSION WILL BE HELD ON  
THE 18<sup>TH</sup> FEBRUARY 2026 AT 10H30 AT PHUMALANI  
BARRACKS, 03 LEEUBEKKIE STREET, DIVISION SUPPLY  
CHAIN MANAGEMENT, PRETORIA**

**KINDLY NOTE THAT NO LATE COMERS WILL BE ALLOWED  
IN AFTER 10H30**

**ALL BID DOCUMENTS MUST BE SUBMITTED  
ELECTRONICALLY ON THE E-TENDER PORTAL ON OR  
BEFORE 2026-03-27 BY 11:00 AM. KINDLY NOTE THAT NO  
HAND DELIVERED DOCUMENTS WILL BE ACCEPTED.**

**PART A  
INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN POLICE SERVICE**

BID NUMBER:	19/1/9/1/22TD (25)	CLOSING DATE:	2026/03/27	CLOSING TIME:	11H00
DESCRIPTION	REQUEST FOR AN OPEN BID FOR PLANNED MAINTENANCE, REPAIR AND UPGRADE ON HAMILTON LIQUID HANDLERS EQUIPMENT: COMPONENT: FORENSIC SCIENCE LABORATORY: SECTION: BIOLOGY PRETORIA AND WESTERN CAPE FOR A PERIOD OF TWO (2) YEARS				

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM**

**Bidders to take note that the bid documents must be printed, completed and uploaded with all the required attachments and or mandatory documents on e-Tender.**

**Only bid responses received by the South-African Police Service on e-Tender will be considered.**

**No manual responses will be accepted or considered by the South-African Police Service.**

**Bidders who submit manual bids will be disqualified.**

**BIDDER'S SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS VERIFICATION	TCS PIN:		OR	CSD No:	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			

		NAME:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B 3 BELOW ]
SIGNATURE OF BIDDER	.....	DATE: .....	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL BID PRICE (ALL INCLUSIVE)	R		
<b>ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:</b>		<b>ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	SAPS	CONTACT PERSON	
CONTACT PERSON	LT COLONEL ML LALLA	TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS	<a href="mailto:Lallaml@saps.gov.za">Lallaml@saps.gov.za</a>		
<b>SUBCONTRACTOR(S) SUPPLIER INFORMATION</b>			
NAME OF BIDDER'S SUBCONTRACTOR(S)			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS VERIFICATION	TCS PIN:	OR	CSD No:
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	<input type="checkbox"/>	A REGISTERED AUDITOR	
	NAME:		
<b>IN CASES WHERE MORE THAN ONE SUBCONTRACTOR ARE UTILIZED, PLEASE COPY THIS PAGE OR ADD AN ADDITIONAL PAGE WITH THE NECESSARY SUBCONTRACTOR INFORMATION.</b>			

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1 Bidders to take note that the bid documents must be printed, completed and uploaded with all the required attachments and or mandatory documents on e-Tender.
- 1.2 Only bid responses received on e-Tender will be considered.
- 1.3 No manual responses will be accepted or considered
- 1.4 ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED).
- 1.5 BIDDERS AND SUBCONTRACTOR(S) MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES.
- 1.6 WHERE A BIDDER OR SUBCONTRACTOR(S) ARE NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.
- 1.7 THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS AND SUBCONTRACTOR(S) MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS AND SUBCONTRACTOR(S) ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS AND SUBCONTRACTOR(S) MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 **IN BIDS WHERE SUB-CONTRACTOR(S) ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN AND CSD NUMBER.**
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?  YES  NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

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

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**



**SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/22TD (25):**

**SPECIAL CONDITIONS OF CONTRACT**

**BID NUMBER: 19/1/9/1/22TD (25):**

**REQUEST FOR AN OPEN BID FOR PLANNED  
MAINTENANCE, REPAIR AND UPGRADE ON HAMILTON  
LIQUID HANDLERS EQUIPMENT AT PLATTEKLOOF  
(WESTERN CAPE) AND PRETORIA (GAUTENG): BIOLOGY  
LABORATORIES FOR A PERIOD OF TWO (2) YEARS**

**CLOSING DATE AND TIME OF BID: 27<sup>th</sup> March 2026 @ 11h00**

**BID VALIDITY PERIOD: 100 DAYS**

**19/1/9/1/\_22\_TD (25) 09**



## SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/22TD (25):

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## SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/22TD (25):

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## SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/22TD (25):

### 1. ABBREVIATIONS

BAC: Bid Adjudication Committee

SG: Specific Goals

CPA: Contract Price Adjustment

ISO: International Organisation for Standardisation

QC: Quality Control

ROE: Rate of Exchange

SABS: South African Bureau of Standards

SANAS: South African National Accreditation System

SBD: Standard Bidding Document

STATS SA: Statistics South Africa

VAT: Value- Added Tax

MIB: Manufacturing Importer Builder



## SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/22TD (25):

### 2. BID DOCUMENT CHECK LIST

NO.	DOCUMENT NAME	YES	NO
1	SBD 1 Invitation to bid		
2	Central Supplier Database Report		
3	SBD 4 Declaration of interest		
4	SBD 5: National Industrial Participation Programme		
5	SBD 6 (1): Preference Points System		
6	Special Conditions of Contract		
7	General Conditions of Contract		
8	Mandatory documents (if applicable)		

### 3. SCOPE

The South African Police Service requires prospective suppliers to submit bids for the 19/1/9/1/22TD (25): Request for an Open Bid for Planned Maintenance, Repair and Upgrade on Hamilton Liquid Handlers Equipment at Platteklouf (Western Cape) and Pretoria (Gauteng): Biology Laboratories for a Period of Two (2) Years: in accordance with **Specification 323343/25** and shall commence on the date of signature of the contract by both parties.

### 4. SECTION A

#### 4.1 LEGISLATIVE AND REGULATORY FRAMEWORK

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract (SCC) are supplementary to that of the General Conditions of Contract (GCC). Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

#### 4.2 BID INFORMATION/BRIEFING SESSION

**Compulsory Briefing Session on 18<sup>th</sup> February 2026 at SAPS Phumalani Barracks, 03**



## SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/22TD (25):

Leeubekkie Street, Division Supply Chain Management, Silverton, Pretoria.

All information and details on the procedure to the submission of the mandatory Conditional Assessment Report will be provided the compulsory briefing session.

### 4.3 EVALUATION CRITERIA

The evaluation process will be conducted in phases as follows:

Phase 1	Phase 2	Phase 3
<b>Mandatory Requirements &amp; Technical Specification</b>	<b>Price and Specific goals</b>	<b>Due Diligence &amp; Administrative Requirements</b>
Compliance with Mandatory Bid requirements and Technical Specification 323343/25.	Bids evaluated in terms of the 80/20 principle, in terms of price and specific goals.	Due diligence to be conducted on recommended bidder and compliance to Administrative Requirements.

#### 4.3.1 PHASE 1: MANDATORY BID REQUIREMENTS AND TECHNICAL COMPLIANCE

##### 4.3.1.1 PHASE 1: MANDATORY REQUIREMENTS

Bidders' must submit all requirements indicated hereunder with the bid documents at the closing date and time of the bid. During this evaluation phase, bidder's responses will be evaluated based on the documents submitted under mandatory requirements.

**Bidders who fail to comply with any of the mandatory and other requirements will be disqualified.**

Pricing Schedule Please complete the price in the pricing schedule on the closing date and time. <u>Please take note that lead times may be regarded as administrative and maybe requested if not completed</u>	YES / NO
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## SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/22TD (25):

Bidder must provide a comprehensive list per item and prices of parts expected for routine replacement or known as common repair with VAT included ( <b>Expected lifetime of parts stated</b> ). This must be filed under <b>Appendix 1 – General requirements</b> must be submitted with the bid document.	YES / NO
It is mandatory that a trained and experienced technician render the service. ( <b>Proof of training of technicians is required and must be submitted with the bid document e.g factory trained engineer certificate</b> ). In the event where technicians are changed during the contract period, the proof of training must be submitted to the end user. This must be filed under <b>Appendix 2 – Training Records</b> .	YES / NO
Upon completion of the maintenance and repair of equipment, the bidder must issue a certificate or report to this effect within 5 working days. <b>An example must be filed under Appendix 3 – Proforma/Example of a Maintenance report/certificate</b> and must be submitted with the bid document.	YES / NO
Invoices must be submitted within 5 working days for the services rendered upon completion of the service. ICN codes to be included in the invoice as per section 3. An example must be filed under <b>Appendix 4 – Invoices</b> and must be submitted with the bid document.	YES / NO
The bidder will be expected to conduct conditional assessment at the 2 respective sites prior to the bid submission and provide quotations or reports for work that may have to be performed for equipment to be in serviceable condition, this must be filed under <b>Appendix 5 – Conditional Assessment Reports</b> and must be submitted	YES / NO



## SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/22TD (25):

together with the bid documents. Details of the contact person and dates (for conditional assessment) per sites will be shared during the compulsory briefing session.	
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### 4.3.1.2 PHASE 1: TECHNICAL COMPLIANCE

This phase entails the evaluation of bids for technical compliance.

#### **South African National Standards and/or Private Specifications**

- a) Items must comply with standards and/or specifications as per South African Police Service **Spec 323343/25** included in the bid document. Failure to comply with the specifications may result in disqualification.

Any deviation to the specification must be indicated on the deviation sheet.

- b) **If any reference is made in the South African Police Service Specification to another specification, then the Bidders must enquire** at the following institutions for the relevant standards. A list of accredited institutions is available on the SANAS website <http://www.sanas.co.za> or <http://www.sanas.co.za/contact.php>

#### **STANDARDS:**

SANS, SABS, ISO AND CKS specifications are available from South African Bureau of Standards Office's countrywide. Obtaining of such standards will be the responsibility of and for the account of the prospective bidder. To purchase standards, obtain quotes or enquire about the availability of e-Standards, please contact Standards Sales at: Email: Postal Address: Private Bag X191, Pretoria, 0001; Physical Address: 1 Dr Lategan Road, Groenkloof, Pretoria. Tel: (012) 428 6883, Fax: (012) 428 6928, E-mail: [sales@sabs.co.za](mailto:sales@sabs.co.za) Website: [www.sabs.co.za](http://www.sabs.co.za) and follow the "Search/Buy Standards" link

#### **South African National Accreditation System (SANAS):**

The contact details of SANAS are as follows: Postal Address: Private Bag x 23, Sunnyside, Pretoria, 0132; Physical Address: The DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, 0002, Tel: 012- 394 3760, Fax: 012-3940526.

### 4.3.2 PHASE 2: PRICE AND SPECIFIC GOALS

#### 4.3.2.1 Preference points system 80/20

- a) In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by



## SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/22TD (25):

the South African Police Service on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

The bid price (maximum 80 points) – Specific goals (maximum 20 points)

- b) The following formula will be used to calculate the points for price:

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

Were

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Price of tender under consideration; and

$P_{\min}$  = Price of lowest acceptable tender.

- c) A bidder (supplier) may claim a maximum of 20 points for specific goals, if such bidder supplier is:

Persons historically disadvantaged on the basis of race with at least 51% ownership	5 points
Persons historically disadvantaged on the basis of gender with at least 51% ownership by woman	5 points
Persons with at least 51% ownership who are youth	5 points
Persons historically disadvantaged by unfair discrimination on the basis of disability with at least 51% ownership	5 points

- d) Bidders are required to complete the preference claim form (SBD 6.1).
- e) The points scored by a bidder in respect of the specific goals will be added to the points scored for price.
- f) Only bidders who have completed and signed the declaration part of the preference claim form will be considered for specific goals points.
- g) Failure on the part of the bidder to comply with the paragraphs above will be deemed that specific goal points are not claimed and will therefore be allocated a zero (0).
- h) The South African Police Service may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.
- i) The points scored will be rounded off to the nearest 2 decimals.
- j) In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of specific goal points.
- k) However, when functionality is part of the evaluation process and two or more bidders have scored equal points including equal specific goal points, the contract will be awarded to the bidder scoring the highest for functionality.



## SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/22TD (25):

- l) Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
- m) A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

### 4.3.2.2 JOINT VENTURES AND CONSORTIUMS

#### a) **Joint Venture/Consortium Participation**

Tenderers submitting an offer as a joint venture or consortium must include notarised Joint Venture Agreement (JVA) specific to this tender. The JVA must clearly reflect the following:

- The tender number and description,
- The percentage contribution of each party to the execution of the tender,
- The roles and responsibilities of each party,
- The decision-making and dispute resolution mechanisms,
- The management and distribution of funds,
- The conditions for termination of the joint venture.

#### b) **Preference Points for Specific Goals**

Joint ventures or consortiums wishing to claim preference points for specific goals must note that preference points will be awarded only in proportion to the percentage of the contract value managed or executed by individuals from each party who are actively involved in the management or control of the joint venture or consortium, as recorded in the JVA.

#### c) **Declaration Requirement**

Tenderers must declare in paragraph 4.5 of SBD 6.1 that their offer is submitted as part of a joint venture or consortium.

#### d) **Evaluation of Preference Points**

The allocation of preference points will be calculated as follows:  
The percentage shareholding for each specific goal shall be multiplied by the percentage contribution of that partner to the tender, as outlined in the JA;  
The results for all parties shall be aggregated to determine whether the joint venture or consortium meets the minimum requirement for any specific goal.

#### e) **Non-Compliance**

Failure to submit a notarised JA or to meet the conditions stated above may result in the bid being deemed non-responsive and be disqualified from further evaluation.

### 4.3.3 PHASE 3: DUE DILIGENCE AND ADMINISTRATIVE REQUIREMENTS

#### 4.3.3.1 PHASE 3: DUE DILIGENCE



## SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/22TD (25):

The South African Police Service reserves the right to conduct supplier due diligence prior to award or at any time during the evaluation process. During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof will disqualify the bid.

The South African Police Service also reserves a right to conduct supplier due diligence during the contract period. Information submitted by the contractor will be verified and any misrepresentation thereof the South African Police Service reserves a right to institute remedial actions available. Due diligence may include preannounced or no-announce site visits.

Due diligence requirements / goals

- Capacity and capability.
- Confirmation of physical address as per SBD1.
- Verification of systems to conduct required services, in place
- Verification of staff compliment, including technical personnel (if applicable).
- Verification of vehicle fleet to conduct services.
- All information provided in the bid document will be verified.

Due Diligence/ Site visit will be conducted at bidder's premises.

### 4.3.3.2 PHASE 3: ADMINISTRATIVE BID REQUIREMENTS

Bidders' must submit all requirements indicated hereunder with the bid documents at the closing date and time of the bid. During this evaluation phase, bidder's responses will be evaluated based on the documents submitted. Bidders who fail to comply with any of administrative requirements **may be disqualified**.

ADMINISTRATIVE DOCUMENTS - NAME OF THE DOCUMENT THAT MUST BE SUBMITTED	
Invitation to Bid – SBD 1	YES – Please complete and sign the supplied form
Declaration of Interest – SBD 4	YES – Please complete and sign the supplied form.
National Industrial Participation Programme – SBD 5	YES – Please complete and sign the supplied form.
Preference Point Claim Form <b><u>SBD 6.1</u></b>	YES – Generally, non-submission will lead to a zero score preference points.
Tax Clearance Requirements	YES – The <b><u>CSD</u></b> and the <b><u>tax status pin</u></b> are the approved method that will be utilized to verify tax compliance.



## SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/22TD (25):

Central Supplier Database registration	<b>YES</b> – Please submit CSD report to prove registration and preference points.
General Conditions of Contract	<b>NO</b> – Bidders <b>must only familiarise</b> themselves with the content of the document
Special Conditions of Contract	<b>YES</b> - Bidders must sign acknowledgement that they <b>familiarise</b> themselves with the content of the document
Cost components	<b>YES</b> – Please submit the completed cost component breakdown as per example in the Special Conditions of Contract.
The bidder must indicate in <b>handwriting</b> with <b>Comply</b> for compliance with the requirements and <b>Not Comply</b> for non-compliance with the requirements in the relevant column of <b>every</b> specification field. Failure to do this will be interpreted as <b>Not Comply</b> . Bidders must avoid to use a tick (✓) or (x) <b>the word “Comply or Not Comply”, in accordance with specification 2759/25 must be handwritten in each row.</b>	<b>YES / NO</b>
<b>Authorisation Declaration</b> Bidders sourcing products from a third party must submit the authorisation declaration letter of the third party. The said company or supplier must: <ul style="list-style-type: none"> <li>• Confirm that it has familiarised itself with the item descriptions, specifications and bid conditions.</li> <li>• If the bid consists of more than one item, it should be clearly indicated in respect of which item(s) the supportive letter has been issued. This should be included as part of the letter.</li> </ul>	<b>YES / NO</b>



## SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/22TD (25):

- It must be indicated in the above-mentioned letter that firm supply arrangements have been made and all financial arrangements with regard to payment between the prospective bidder and manufacturer, company or supplier issuing such a letter has been finalized and terms and conditions mutually agreed upon.
- Letter to be fully signed and dated. Letter must be on the letterhead of the manufacturer of the item.

Refer to Annexure B for requirements in terms of the letter. (Kindly note this is a template for the guidance of all information that must be included on the letter from the manufacturer).

### 5. VALUE ADDED TAX

All bid prices must be inclusive of 15% Value-Added Tax. In case a bidder's price is not VAT inclusive, total price quoted will be regarded as final.

### 6. PRICING STRUCTURE AND SCHEDULE

- a) One price is required per item and prices quoted must be furnished on the basis of supply and delivery including Value Added Tax.
- b) The yearly prices MUST be all inclusive. This means, all direct and indirect related costs must be included in the prices and be firm for the period of one year.



## SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/22TD (25):

- c) The pricing schedule will be accessible from the bid document. All prices must be submitted with the bid document.
- d) Conditional discounts offered will not be used for evaluation purposes.
- e) Pricing provided for term contracts must remain firm for the first year after signing of the contract. Contract price adjustments must be applied for.

### 7. AUTHORISATION DECLARATION/ LETTER FROM THE MANUFACTURER

Any bidder the actual manufacturer and will be sourcing goods or services from another company must submit an unconditional letter from the company(ies) or supplier(s) confirming firm supply arrangement(s) in this regard, which has to accompany the bid at the closing date and time of bid. The said company or supplier must:

- confirm that it has familiarised itself with the item description, specifications and bid conditions
- If the bid consists of more than one item, it should be clearly indicated in respect of which item(s) the supportive letter has been issued.
- It must be indicated in the above-mentioned letter **that firm supply arrangements have been made and all financial arrangements with regard to payment between the prospective bidder and manufacturer, company or supplier issuing such a letter has been finalized and terms and conditions mutually agreed upon.**

Non-compliance with the above-mentioned special conditions would automatically invalidate the bid for such products offered."

The South African Police Service reserves the right to verify any information supplied by the bidder in the Authorisation Declaration and should the information be found to be false or incorrect, the South African Police Service will exercise any of the remedies available to it in the bid documents.

No agreement between the bidder and the third party will be binding on the South African Police Service.

An authorisation declaration with conditional arrangements will not be accepted. Bidders must ensure that all arrangements are agreed to before submitting a bid (Annexure "B").

### 8. RESPONSIVE BIDS

Bidders are required to submit responsive bids by completing all the prices, mandatory response fields and item questionnaires on the provided pricing schedule for the individual items. In this regard bidder's attention is drawn to the response field and price structure explanations and examples supplied in the bid document

Non-compliance with this condition **will** invalidate the bid for the item(s) concerned.



## SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/22TD (25):

### 9. TAX COMPLIANCE REQUIREMENTS

It is a condition of this bid that the tax matters of a successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.

It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted; Bidders are required to be registered on the Central Supplier Database and the South African Police Service shall verify the bidder's tax compliance status through the Central Supplier Database.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database. The South African Police Service will not award a bid to any bidder whose tax matters are not in order.

### 10. FORMAT AND SUBMISSION OF BIDS

In order to simplify the evaluation process, Bidders are required to submit their bids electronically in the following manner: - (Take note of Paragraph 8, supra)

SECTION	REQUIRED DOCUMENTS
Section 1	Standard bidding documents (SBD 1, SBD 3.1 or 3.2 or 3.3, SBD 4, SBD 6.1 and CSD report
Section 2	Authorisation Declaration and item list (if applicable)
Section 3	Test reports (if applicable)
Section 4	Any other information (e.g. Company profile, Local economic development submission etc.)

### 11. LATE BIDS

Bids received after the closing date and time, electronically on the e-tender portal, will not be accepted for consideration.

### 12. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.



## SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/22TD (25):

### 13. FRONTING

The SAPS supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the South African Police Service condemn any form of fronting.

The South African Police Service, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents.

Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.

Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the South African Police Service may have against the bidder / contractor concerned.

### 14. COMMUNICATION

SAPS: Procurement and Contract Management with permission of the BAC may communicate in writing with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.

Any communication to any other government official or a person acting in an advisory capacity for the South African Police Service in respect of this bid between the closing date and the award of the bid by the bidder is discouraged.

All communication between the bidder and the SAPS: Procurement Management MGP & Services must be done in writing.

### 15. CONTACT DETAILS

#### BID ENQUIRIES

Procurement Management MGP & Services

Address: 117 Cresswell Street, Weavind Park, Pretoria.

Tel: (012) 841 7745

E-mail: [LallaML@saps.gov.za](mailto:LallaML@saps.gov.za)



## SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/22TD (25):

### 16. SECTION B

#### 16.1 CONTRACT PERIOD

The contract period shall be for a period of two (2) years.

#### 16.2 RIGHT OF AWARD

The South African Police Service reserves its following rights:-

- To award the bid in part or in full;
- Not to make any award in this bid;
- Award the bid to more than one bidder for the same line item;
- Clarify further technical information from any bidder after the closing date;
- Verify information and documentation of the respective bidder;
- Not to accept any of the bids submitted;
- To withdraw or amend any of the bid conditions by notice in writing to all bidders prior to closing of the bid and post award
- To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the bid
- In the event that an incorrect award has been made to remedy the matter in any manner it may deem fit.
- To award a bid based on which bidder is offering the best value for money, even if such bid is not the lowest price.
- In the event that an incorrect award has been made or an error occurred during evaluation and adjudication phase, the South African Police Service reserves the right to remedy the matter in any manner it may deem fit.

#### 16.3 MULTIPLE AWARD

The South African Police Service reserves the right to award the same item to more than one supplier to address product availability and compatibility. Due diligence will be applied to ensure that pricing is affordable, market related and aligned to end-user requirements.

The following will be taken into consideration when awarding through a multiple award:

- a) Capacity to meet volume demand as per bid requirements
- b) Estimated volume to be supplied
- c) Risk to departments if the item is not available
- d) Source of the finished product, raw material and manufacturing site
- e) Previous performance of the bidder



## SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/22TD (25):

### 16.4 NEGOTIATIONS

The South African Police Service reserves the right to negotiate with the bidders prior to award and with the successful bidder(s) post award.

### 16.5 QUALITY

Where specific specifications and/ or standards are applicable on materials and supplies, the quality of products shall not be less than the requirements of the latest edition of such specifications and/or standards.

### 16.6 DELIVERY AND QUANTITIES

#### 16.6.1 DELIVERY BASIS

Firm lead times for delivery must be quoted for the duration of the contract period. Transit and storage conditions applicable to the relevant products must be adhered to.

#### 16.6.2 QUANTITIES

Quantities cannot be guaranteed.

### 17. SECTION C

#### 17.1 ROLES AND RESPONSIBILITIES

##### 17.1.1 CONTRACT ADMINISTRATION

The administration and facilitation of the contract will be the responsibility of SAPS Contract Management and all correspondence in this regard must be directed to the following address:

The Head: Procurement and Contract Management Supply Chain Management

Private bag x 254, Pretoria, 0001,

Contractors must advise the SAPS Contract Management immediately when unforeseeable circumstances will adversely affect the execution of the contract.

Full particulars of such circumstances as well as the period of delay must be furnished to the Section Head Bid Management: Supply Chain Management: SAPS – email: [SmitJ3@saps.gov.za](mailto:SmitJ3@saps.gov.za) and Tel: 012-841 7119

##### 17.1.2 SUPPLIER PERFORMANCE MANAGEMENT



## **SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/22TD (25):**

Supplier performance management will be the responsibility of end-users of SAPS and where supplier performance disputes cannot be resolved between the contractor and the relevant purchasing institution, SAPS Contract Management must be informed for corrective action.

### **17.2 ORDERS AND DELIVERY**

#### **17.2.1 ORDERS**

Contractors should note that the order(s) will be placed as and when required during the contract period and delivery points will be specified by the South African Police Service.

The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to and under no circumstances should the contractor deviate from the orders issued.

The South African Police Service may request that a contractor to submit a sample for approval before mass production related to that order is finalised. The cost of this sample is for the contractor.

The South African Police Service is under no obligation to accept any quantity which is in excess of the ordered quantity.

#### **17.2.2 DELIVERY**

Delivery of goods must be made in accordance with the instructions appearing on the official order forms issued by purchasing institutions.

All deliveries or dispatches must be accompanied by a delivery note stating the official order number against which the delivery has been affected.

In respect of items awarded to them, contractors must adhere strictly to the delivery lead times quoted in their bids.

Deliveries not complying with the order forms will be returned to the contractor at the contractor's expense.

### **17.3 PRODUCT ADHERANCE / BRAND CHANGE**

In the event where a bidder offers a specific brand against an item and the item is subsequently awarded to the bidder, it is required of the successful bidder to continue to supply the brand awarded throughout the contract period.

In the event that the brand is discontinued and or replaced with a new model, SAPS Contract Management must be notified of such an occurrence and upon approval, an official amendment will be issued. The contractor is required to submit supporting documents from the manufacturer substantiating the changes

It must be noted that the new brand will be required to undergo the evaluation process prior to receiving approval of the brand change issued by SAPS. The new brand must adhere to the



## SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/22TD (25):

technical specification for the item. The quality of the product must not be lower than the initial awarded product.

Furthermore, contractors are to take note that the price of the new brand should not be higher from the current contract price of the original product.

Contractors are not allowed to deliver a new brand other than the brand awarded to them prior to an approval of brand change from SAPS.

### 17.4 CONTRACT PRICE ADJUSTMENT

#### 17.4.1 Formula

Prices submitted for this bid will be regarded as non-firm and subject to adjustment(s) in terms of the following formula, defined areas of cost and defined periods of time.

Applications for price adjustments must be accompanied by documentary evidence in support of any adjustment claim.

The following price adjustment formula will be applicable for calculating contract price adjustments (CPA).

$Pa = (1-V) Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + Dn \frac{Rnt}{Rno} + VP1 \right)$		
$Pa$	=	The new adjusted price to be calculated
$V$	=	Fixed portion of the bid price (15% or 0.15)
$Pt$	=	Original bid price. Note that $Pt$ must always be the original bid price and not an adjusted price
$(1-V)Pt$	=	Adjustable portion of the bid price (85% or 0.85).
$D1 - Dn$	=	= Each factor (or percentage) of the bid price, e.g., material, labour, transport, overheads, etc. The total of the various factors (or percentages) $D1 - Dn$ must add up to 1 (or 100%).
$R1t - Rnt$	=	= End Index. Index figure obtained from the index at the end of each adjustment period
$R1o - Rno$	=	Base Index. Index figure at the time of bidding.



## SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/22TD (25):

VPt	=	15% (or 0.15) of the original bid price. This portion of the bid price 'remains fixed, i.e. it is not subject to price adjustment.
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### 17.5 FORMULA COMPONENT DEFINITIONS

#### 17.5.1 Adjustable amount

The adjustable amount is the portion of the bid price which is subject to adjustment. In this bid the adjustable amount is 85% of the original bid price. For example, if the bid price is R1000, then only R850 will be subject to adjustment.

#### 17.5.2 Fixed portion

The fixed portion represents those costs which will not change over the adjustment period and **DOES NOT** represent the profit margin. In this bid the fixed portion is 15% of the original bid price. Using the same example as above, it would amount to R150 which will remain fixed over the contract period.

#### 17.5.3 Cost components and proportions

- The cost components of the contract price usually constitute the cost of materials (raw material or finished product), cost of direct labour, cost of transport and those other costs which are inclined to change. The proportions are the contribution to the contract price of each of these cost components. In this bid the following cost components will be used to calculate contract price adjustments.
- Bidders are requested to submit the cost breakdown of the bid price for each item with their bid. Should the cost breakdown be the same for all items on the bid, please indicate it clearly in the bid document. Successful bidders will not be allowed to change the cost breakdown of bid prices during the tenure of the contract.
- In a case where the same cost components are applicable to all items offered please fill out the Cost components document attached with the bid other than that cost components must be indicated on each line item when finalising pricing schedule.

Cost Component	% Contribution
D1- Imported Raw Material / Finished product (if applicable)	



## SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/22TD (25):

D2 - Local Raw Material / Finished product (if applicable)	
D3 - Labour	
D4 - Transport	
D5 – Housing and utilities	
D6 – Other	
<b>TOTAL (Cost components must add up to 100%)</b>	<b>100 %</b>

### 17.5.4 Applicable indices / references

The applicable index refers to the relevant market index, which is a true reflection of price movement(s) in the cost over time. In this bid the following indices or reference will be applicable:

Cost component	Index Publication	Index Reference
D1 – Imported Raw Material / Finished product (if applicable)	Supplier / Manufacturer invoice(s) and remittance	Documentary evidence to accompany claim.
D2 - Local Raw Material / Finished product (if applicable)	STATS SA P0142.1 (PPI) Table 1	Textiles, clothing and footwear– Clothing OR Documentary evidence to accompany claim
D3 - Labour	STATS SA P0141 (CPI), Table E OR Labour agreement <sup>2</sup>	Table E - All Items OR Labour agreement to be provided
D4 – Transport	STATS SA P0141 (CPI) Table E	Table E - Transport – Other Running Cost
D5 – Housing and utilities	STATS SA P0141 (CPI) Table E	Table E – Housing and utilities Headline
D6 – other	Specify	Documentary evidence to accompany application



## SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/22TD (25):

### 17.5.5 Base Index Date

The base index date applicable to the formula is defined as the date at which the price adjustment starts. In this bid the base index date

### 17.5.6 End Index Date

The end index dates are the dates at predetermined points in time during the contract period. In this bid the end indices are defined in the next paragraph (Price Adjustment Periods).

### 17.5.7 Price Adjustment Periods

Adjustment to contract prices must be applied for at the following dates:

Adjustment	CPA application to reach the office at the following dates	End Index Date	Dates from which adjusted prices will become effective
1 <sup>st</sup> Adjustment	After one year of signing the contract		Date of application of adjustment after approval was obtained

\* In cases where invoices are supplied as documentary evidence, it is advised that invoices closest to the Base Index date and the End Index date be submitted. It should ideally reflect the adjustment period.

\* In the absence of a labour agreement, the labour cost component will be adjusted with CPI Headline inflation.

## 17.6 RATES OF EXCHANGE (ROE) – BASE AND AVERAGE RATES

In the event where material and/or finished products are imported the following will apply:

The formula described above will be used and the imported cost component of the bid price (D1) will be adjusted taking into account the base RoE rate.

In the event where the RoE adjustment goes hand in hand with a material/product price increase, the material/product price (in foreign currency) will be converted to South African currency using the base rate.

The imported cost component (D1) will be adjusted together with all the other cost components Rate(s) of exchange to be used in this bid in the conversion of the bid price of the item(s) to South African currency is indicated in the table below.

## 18. GENERAL



**SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/22TD (25):**

Unless prior approval has been obtained from SAPS Contract Management, no adjustment in contract prices will be made.

Applications for price adjustment must be accompanied by documentary evidence in support of any adjustment.

CPA applications will be applied strictly according to the specified formula and parameters above as well as the cost breakdown supplied by bidders in their bid documents.

In the event where the supplier's CPA application, based on the above formula and parameters, differs from Contract Management SAPS verification, Contract Management SAPS will consult with the supplier to resolve the differences. The South African Police Service reserves the right to negotiate amended contract prices at any stage prior to the final notification to end users.

**19. BREACH OF CONTRACT**

The South African Police Service reserves the right to terminate the contract(s) if the contractor does not honour contract(s) obligations including submission of information.

**20. PACKAGING**

Goods supplied must be packed in suitable packaging before distribution to the end users.

NAME OF BIDDER: .....

NAME OF CONTACT PERSON: .....

CAPACITY: .....

SIGNATURE: ..... DATE: .....



**AUTHORIZATION DECLARATION**

**NAME OF THE BIDDER:** \_\_\_\_\_

**BID NUMBER:** \_\_\_\_\_

**DESCRIPTION:** \_\_\_\_\_

**CLOSING DATE:** \_\_\_\_\_

Are you sourcing the goods or services from a third party?

YES	NO
-----	----

*\* If you have answered YES to the above question, please provide full details in the table below of the third party (ies) from whom you are sourcing the goods or services.*

**1. Declaration by the bidder where the bidder is sourcing goods or services from a third party.**

The bidder hereby declares the following:-

- 1.1 The bidder is sourcing the goods or services listed in the Form 1 attached, from a third party in order to comply with the terms and conditions of the bid.
- 1.2 The bidder has informed the third party of the terms and conditions of the bid and the third party is acquainted with the said terms and the description of the goods or services listed in the Form 1.
- 1.3 The bidder has received the attached, unconditional written undertaking from the third party to supply the goods or services listed in the form 1 in accordance with the terms and conditions of the bid document for the duration of the contract. A template has been attached (Form 2) that is to be used for the purpose of the third party undertaking.
- 1.4 The bidder confirms that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party.

**2. The bidder declares that the information contained herein is true and correct.**

**3. The bidder acknowledges that the SAPS reserves the right to verify the information contained therein and if found to be false or incorrect may invoke any remedies available to it in the bid documents.**

**SIGNATURE BY THE BIDDER**

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature \_\_\_\_\_ Full name \_\_\_\_\_

Designation \_\_\_\_\_

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**Note:**

**The authorization letter must be original, signed and on an official letterhead of the third party.  
The third party confirms that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party.**

**A separate authorization letter must be included for each third party.  
The authorization letter must be addressed to the Bidding Company.**

**No copies of the authorization letter will be accepted. The validity of authorization letter/s will be verified with the third party/ies.**

Name of Bidding Company

Address of Bidding Company

Attention:

Dear Sir/Madam

**AUTHORIZATION LETTER: TENDER NR \_\_\_\_\_**

We, \_\_\_\_\_ (Name of Third Party) hereby authorize you, \_\_\_\_\_ (Name of Company) to include the products listed below in your bid submission for the abovementioned contract.

**We confirm that we have firm supply and financial arrangements in place, and have familiarized ourselves with the item descriptions, specifications and bid conditions relating to item/s listed below.**

Item no.	Description of product	Brand name

*(Should the table provided not be sufficient for all the items offered, please provide additional information as an attachment and it must be properly referenced to this document)*

Yours faithfully,

\_\_\_\_\_  
Signature of Third Party

Date: \_\_\_\_\_

**PRICING SCHEDULE – FIRM PRICES (PURCHASES)**

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

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

Name of bidder..... Bid number 19/1/9/1/22TD (25)

Closing Time 11:00

Closing date: 2026-03-27

**OFFER TO BE VALID FOR 100 DAYS FROM THE CLOSING DATE OF BID**

ITEM NO.	ICN NUMBER	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED) UNIT PRICE	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED) TOTAL PRICE	COUNTRY OF MANUFACTURE (IF APPLICABLE)
<b>1</b>		<b>EQUIPMENT</b>				
<b>1.1</b>	9825T05071885	HAMILTON STARLET MAINTENANCE	5			
	9825T05071888	HAMILTON STARLET REPAIR	5			
<b>1.2</b>	9825T05051521	HAMILTON STARPLUS MAINTENANCE	3			
	9825T05051524	HAMILTON STARPLUS REPAIR	3			
<b>1.3</b>	9825T05074664	HAMILTON EASY PUNCH MAINTENANCE	2			
	9825T05060140	HAMILTON EASY PUNCH REPAIR	2			
<b>1.4</b>	9825T05060142	KUBE PLATE SEALER REPAIR	6			
<b>1.5</b>	9825T05051536	HAMILTON CAPPER/DE-CAPPER REPAIR	2			
<b>1.6</b>	9825T05051554	HAMILTON 2D BARCODE SCANNER REPAIR	4			

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1.7	7030T05094268	DATA COLLECTION SOFTWARE	10			
1.8	7045T05094269	COMPUTER ACCESSORIES	10			
2.		<u>RATES</u>				
2.1	9825T05088008	LABOUR RATE PER HOUR	1			
2.2	9825T05088009	CALL OUT FEE	1			

- Required by: **DIVISION DETECTIVE AND FORENSIC SERVICES: SOUTH AFRICAN POLICE SERVICES**

- At: **GAUTENG (AS PER SPECIFICATION 323343/25)**

- COUNTRY OF MANUFACTURE .....

- Brand and model .....

- Does the offer comply with the specification(s)? \*YES/NO

- If not to specification, indicate deviation(s) .....

- Period required for delivery .....

\*Delivery: Firm/not firm

- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

SBD 3.1

**PRICING SCHEDULE – FIRM PRICES (PURCHASES)**

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

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

Name of bidder.....	Bid number <b>19/1/9/1/22TD (25)</b>
Closing Time <b>11:00</b>	Closing date: <b>2026-03-27</b>

**OFFER TO BE VALID FOR 100 DAYS FROM THE CLOSING DATE OF BID**

ITEM NO.	ICN NUMBER	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED) UNIT PRICE	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED) TOTAL PRICE	COUNTRY OF MANUFACTURE (IF APPLICABLE)
<b>1</b>		<b><u>EQUIPMENT</u></b>				
<b>1.1</b>	9825T05071885	HAMILTON STARLET MAINTENANCE	9			
	9825T05071888	HAMILTON STARLET REPAIR	9			
<b>1.2</b>	9825T05051521	HAMILTON STARPLUS MAINTENANCE	2			
	9825T05051524	HAMILTON STARPLUS REPAIR	2			
<b>1.3</b>	9825T05074664	HAMILTON EASY PUNCH MAINTENANCE	6			
	9825T05060140	HAMILTON EASY PUNCH REPAIR	6			
<b>1.4</b>	9825T05060142	KUBE PLATE SEALER REPAIR	14			
<b>1.5</b>	9825T05051536	HAMILTON CAPPER/DE-CAPPER REPAIR	2			
<b>1.6</b>	9825T05051554	HAMILTON 2D BARCODE SCANNER REPAIR	2			

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1.7	7030T05094268	DATA COLLECTION SOFTWARE	17			
1.8	7045T05094269	COMPUTER ACCESSORIES	17			
2.		<b>RATES</b>				
2.1	9825T05088008	LABOUR RATE PER HOUR	1			
2.2	9825T05088009	CALL OUT FEE	1			

- Required by: **DIVISION DETECTIVE AND FORENSIC SERVICES: SOUTH AFRICAN POLICE SERVICES**

- At: **WESTERN CAPE (AS PER SPECIFICATION 323343/25)**

- COUNTRY OF MANUFACTURE .....

- Brand and model .....

- Does the offer comply with the specification(s)? \*YES/NO

- If not to specification, indicate deviation(s) .....

- Period required for delivery .....

\*Delivery: Firm/not firm

- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

19/1/9/1/22TD(2940

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

---

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

with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

This document must be signed and submitted together with your bid

## THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

### INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

### 1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.  
or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.  
or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.  
or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

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- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## **2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

## **3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Elias Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

## **4 PROCESS TO SATISFY THE NIP OBLIGATION**

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
  - b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number .....	Closing date:.....
Name of bidder.....	
Postal address .....	
.....	
Signature.....	Name (in print).....
Date.....	

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**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 **To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	100

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

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

## 2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

#### 80/20

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{Type equation here.}$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Persons historically disadvantaged on the basis of race with at least 51% ownership	5 points	
Persons historically disadvantaged on the basis of gender with at least 51% ownership by woman	5 points	
Persons with at least 51% ownership who are youth	5 points	
Persons historically disadvantaged by unfair discrimination on the basis of disability with at least 51% ownership	5 points	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company

- Personal Liability Company
  - (Pty) Limited
  - Non-Profit Company
  - State Owned Company
- [TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

.....

**Bid Specification for Planned Maintenance, Repair and Upgrade on Hamilton Liquid Handlers Equipment at Platteklouf (Western Cape), and Pretoria (Gauteng) Biology Laboratories for a period of two (2) years.**

**SYNOPSIS:**

The Bid specification for Planned Maintenance, Repair and Upgrade of Equipment at Platteklouf (Western Cape) and Pretoria (Gauteng) Biology Section, Forensic Science Laboratories (FSL) of the South African Police Service (SAPS) for a period of two (2) years. It details the nature, quality and scope of the service to be provided.

Maintenance refers to all planned work done or service per set interval.

Repair refers to unplanned service and replacements / upgrades on equipment to maintain it in an operational condition.

Upgrade refers to software and computers required to bring the current equipment to operational condition and meet SAPS network security requirements

**BID SPECIFICATION:**

Services rendered has to comply with the specifications as set out in this bid document.

A bidder will be disqualified if the requested documentation is not supplied with this bid document.

The bid application must include a handwritten COMPLY or DO NOT COMPLY in all items under a lot bided for.

A bidder may bid for one- or more items as set in Section 3.

Do not leave blank spaces.

Do not make a tick (✓) or an (x), (Yes) or (No) on the compliance area.

All documentation must be provided in English

SAPS reserves the right to split the awarding of items specified in this bid.

**Addresses where the services will be provided:**

**Gauteng:**  
730 Pretorius Street  
Arcadia  
PRETORIA

**Western Cape:**  
47 Silwerboom Road  
Platteklouf  
CAPE TOWN

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<b>Bid Specification for Planned Maintenance, Repair and Upgrade on Hamilton Liquid Handlers Equipment at Platteklouf (Western Cape), and Pretoria (Gauteng) Biology Laboratories for a period of two (2) years.</b>		
<b>#</b>	<b>Specifications</b>	<b>COMPLY/DO NOT COMPLY</b>
<b>1.</b>	<b>General requirements</b>	
1.1	This agreement is valid for a period of 2 years (24 months) from the commencement date.	
1.2	<b>Planned maintenance and repairs of Equipment shall only be performed after hours (after 16:00 on weekdays) or over weekends</b> in consultation between the successful bidder and SAPS, FSL. <b>There shall be no additional cost to SAPS, FSL for services rendered after hours and or weekends.</b>	
1.3	<b>The bidder will provide all parts and consumables as per service requirement or problem resolution requirement.</b> Any hardware and software shall be upgraded to the latest available version upon replacement thereof.	
1.4	All parts needed should be readily available at all times (if shipment is required from abroad, it should not exceed 10 working days). <b>If at any time a spare part is used, a new spare part with the same configuration or upgrade to better the system must be used. The latter must first be discussed with the end-user SAPS, FSL.</b>	
1.5	No changes shall be made on any of the Equipment without the acknowledgement and consent from the SAPS, FSL. Change requests must be made in writing. The change request must include the reasons for change, cost of change, duration to implement the change and the impact of the change on operations and production.	
1.6	Repairs requested must be acknowledged within 4 hours, all faults must be resolved within 10 working days.	
1.7	The labour and call out fee for the respective laboratory must be included in all planned maintenance, calibration or repair. In instances where the services rendered required no spare parts, only labour hours and call out fee will be claimed. SAPS, FSL will not be held responsible for the transportation of contractors, subcontractors, any consumables and tools that the contractor or subcontractor may require in order to perform their duties.	
1.8	Meetings should be held between the bidder and the SAPS, FSL as required. These meetings shall serve as a platform for feedback and assistance for optimal equipment management and usage.	
1.9	Support staff resource must be supplied by the successful bidders and may be subjected to a vetting process. (An updated list may be requested as needed)	
1.10	The bidder shall take all necessary precautions to preserve the integrity of the SAPS, FSL data to prevent corruption or loss of such data. In the event of any loss of data, the bidder shall be held liable for all costs and damages associated thereof.	

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**Bid Specification for Planned Maintenance, Repair and Upgrade of Equipment at Plattekloof (Western Cape), and Pretoria (Gauteng) Laboratories for a period of two (2) years.**

#	Specifications	COMPLY/ DO NOT COMPLY
1.11	<p>Equipment data shall at all times remain confidential and the sole property of the SAPS, FSL and shall not be used by the contractor or sub-contractor for any purpose other than in accordance with the agreement.</p> <p>All data and software in the instrument will not be removed without authorization from SAPS, FSL, all data must be backed up.</p>	
1.12	<p>The bidder shall ensure compliance with all applicable confidentiality undertakings contained in this agreement and shall refrain from any action that may adversely affect the SAPS reputation or goodwill.</p>	
<b>2</b>	<b>Planned Maintenance and Repairs</b>	
2.1	<p>It is mandatory that after any work done on the equipment, the technician must ensure that all relevant tests/ checks pass as prescribed.</p> <p>Ensure that the equipment is decontaminated and suitable for intended operational use.</p>	
2.2	<p>Technicians entering the laboratory must submit their reference DNA samples to the Biology Section, FSL. This will be used for elimination purposes should contamination be detected at the Biology Section SAPS, FSL.</p>	
2.3	<p>All successful bidders' staff accessing the FSL will be required to be cleared by FSL security, sign in and out at reception upon every visit and agree to comply with all legislation that applies as well as to SAPS and FSL rules.</p>	
2.4	<p>The bidder must ensure strict compliance to all Occupational Health and Safety Act (Act no 85 of 1993) regulations, including the wearing of relevant Personal Protective Equipment and participating in emergency evacuations.</p>	

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<b>Bid Specification for Planned Maintenance, Repair and Upgrade of Equipment at Platteklouf (Western Cape), and Pretoria (Gauteng) Laboratories for a period of two (2) years.</b>						
<b>#</b>	<b>Specification</b>					<b>COMPLY/ DO NOT COMPLY</b>
2.5	After each maintenance, a report is required in an Affidavit format. The format will be provided by Forensic Science Laboratory.					
2.6	The planned maintenance intervals must be performed as per section 3.					
2.7	The warranty period of all the items/work completed must be stated. If the problem recurs within 6 months, then the bidder must resolve the problem at their cost.					
2.8	The bidder must take note that the service rendered will be per SAPS-FSL need and is subjected to change.					
2.9	SAPS, FSL will remain the custodian of all passwords that allows access to the instrument configurations.					
2.10	The awarded bidder to allow SAPS, FSL to have unlimited access to all functionalities of the equipment.					
<b>3</b>	<b>Analytical technologies involved</b>	<b>Number of Equipment per region</b>			<b>Service intervals</b>	<b>COMPLY/ DO NOT COMPLY</b>
		<b>GP</b>	<b>WC</b>			
<b>3.1</b>	<b>Equipment</b>					
3.1.1	Hamilton Starlet Maintenance (ICN#9825T05071885) Repair (ICN#9825T05071888)	5	9		Bi-Annually	
3.1.2	Hamilton Starplus Maintenance (ICN#9825T05051521) Repair (ICN#9825T05051524)	3	2		Bi-Annually	
3.1.3	Hamilton Easy Punch Maintenance (ICN# 9825T05074664) Repair (ICN# 9825T05060140)	2	6		Bi-Annually	
3.1.4	Kube Plate Sealer Repair (ICN#9825T05060142)	6	14		As per need	
3.1.5	Hamilton Capper/De-Capper Repair (ICN#9825T05051536)	2	2		As per need	
3.1.6	Hamilton 2DBarcode Scanner Repair (ICN#9825T05051554)	4	2		As per need	
3.1.7	Data Collection Software (ICN#7030T05094268)	10	17		As per need	
3.1.8	Computer Accessories (ICN# 7045T05094269)	10	17		As per need	
<b>3.2</b>	<b>Rates</b>					
3.2.1	Labour rate/hour	ICN#9825T05088008				
3.2.2	Call out fee	ICN#9825T05088009				

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**SPECIFICATION APPROVAL**

The undersigned has reviewed and approved the specification of the Maintenance, Repair and Upgrade of Hamilton Equipment and agree with the approach it presents. Any changes to this specification will be coordinated with and approved by the undersigned.

Technical Manager

Signature:

J Col FG Mashau

Date:

2025-11-11

Print Name:

FG Mashau

Rank:

Colonel

DNA Process Manager

Signature:

Col Mthanduzi

Date:

2025-11-11

Print Name:

Col. Mthanduzi

Rank:

Colonel

Section Head Biology

Signature:

Hlalele Fe

Date:

2025-11-11

Print Name:

HLALELE FE

Rank:

BRIGADIER

19/1/9/1/22TD(25) SS



## DEVIATION SHEET: Bid 19/1/9/1/ 22TD (25)

To all bidders:

Please complete the deviation sheet for **all alternative or additional offers made.**

Please complete the deviation sheet for all paragraphs in the specification that you comment **"Do not comply"**

<b>Specification paragraph:</b>
<i>Reason:</i>
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<b>Specification paragraph</b>
<i>Reason:</i>
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# DEVIATION SHEET: Bid 19/1/9/1/ 22TD (25)

<b>Specification paragraph</b>
<i>Reason:</i>
<i>Offered:</i>

## Annexure A

# GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

### NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government 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 government.

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

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections,  
tests and  
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

**9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

**11. Insurance**

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

**12. Transportation**

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

**13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### 14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### 15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## 22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## 23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

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

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)