



DEPARTMENT: SOUTH AFRICAN POLICE SERVICE

REPUBLIC OF SOUTH AFRICA

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

The Manager

Reference no: 19/1/9/1/102TD (22):

Date: _____

Enquiries: _____

Tel no: _____

Fax no: _____

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

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.
- ! The bid must be submitted in a sealed envelope with the name and address of the bidder with the bid number closing date indicated on the envelope. The cover or envelope must not contain documents relating to any bid other than that shown on the cover or envelope.
- ! ***Bids submitted per mail must be sent per registered mail. The Bid must still reach this office before the closing date and time. Failure to do so will invalidate the bid.***
- ! 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

**LIEUTENANT GENERAL
DIVISIONAL COMMISSIONER: SUPPLY CHAIN MANAGEMENT
MI FANI**

01/102TD(22)

PLEASE NOTE



BID NO: 19/1/9/1/102TD (22):

CLOSING DATE AND TIME: 2022-12-14 AT 11:00

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

02/102TD (22)

NOTICE !!!! NOTICE

**BID DOCUMENTS MUST
BE COLLECTED AND
HANDED IN TO BE
REGISTERED AT 117
CRESSWELL ROAD,
SILVERTON , AT MAIN
GATE SECURITY OFFICE
BY THE PERSON
RECEIVING AND HANDING
IN THE DOCUMENTS.**

**BY ORDER OF: Divisional
Commissioner: Supply Chain
Management**

03/102TD(22)



BID DOCUMENT CHECKLIST

BID 19/1/9/1/102TD (22): SUPPLY AND DELIVERY OF ANTE-MORTEM BLOOD ALCOHOL KIT: FORENSIC CHEMISTRY LABORATORIES (NATIONAL HEALTH LABORATORY SERVICES) AND THE SOUTH AFRICAN POLICE SERVICE FOR A PERIOD OF TWO (2) YEARS

(Mark with Yes or No)

		Procurement Office	Bidder	Bid Management
NO.	REQUIREMENTS			
1	CSD Registration Tax compliant report	x		
2	B-BBEE Verification Certificate (as per paragraph 5 of SBD 6.1)	x		
3	SBD forms (4 & 6.1)	x		
4	Pricing Schedule (Firm Prices)	x		
5	Special Conditions	x		
6	Specification	x		
7	Deviation Sheet	X		
8	Certification	x		
9	GCC	X		

BIDDER:

NAME IN PRINT

SIGNATURE

DATE

BID MANAGEMENT:

NAME IN PRINT

SIGNATURE

DATE

X = REQUIRED

YES = SUBMITTED / RECEIVED

NO = NOT SUBMITTED / NOT RECEIVE

04/102TD(22)

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN POLICE SERVICE					
BID NUMBER:	19/1/9/1/102TD (22):	CLOSING DATE:	2022-12-14	CLOSING TIME:	11:00
DESCRIPTION	SUPPLY AND DELIVERY OF ANTE-MORTEM BLOOD ALCOHOL KIT: FORENSIC CHEMISTRY LABORATORIES (NATIONAL HEALTH LABORATORY SERVICES) AND THE SOUTH AFRICAN POLICE SERVICE FOR A PERIOD OF TWO (2) YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:			BID RESPONSE DOCUMENTS MAY BE POSTED TO:		
DIVISIONAL COMMISSIONER SUPPLY CHAIN MANAGEMENT SOUTH AFRICAN POLICE SERVICE 117 CRESWELL ROAD SILVERTON PRETORIA 0184			DIVISIONAL COMMISSIONER SUPPLY CHAIN MANAGEMENT SOUTH AFRICAN POLICE SERVICE PRIVATE BAG X254 PRETORIA 0001		
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:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> 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:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

05/102TD(22)

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 NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:		ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SAPS: SCM	CONTACT PERSON	Col Nyembe / Capt Maswanganye
CONTACT PERSON	CAPT EG PAUL	TELEPHONE NUMBER	n/a
TELEPHONE NUMBER	012 841 7720	FACSIMILE NUMBER	n/a
FACSIMILE NUMBER	n/a	E-MAIL ADDRESS	NyembeN@saps.gov.za/ MaswanganyeKT@saps.gov.za
E-MAIL ADDRESS	PaulEG@saps.gov.za		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED DATE AND TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	THE BID BOX IS GENERALLY OPEN 24 HOURS A DAY, 7 DAYS A WEEK.
1.3.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED).
1.4.	BIDDERS 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). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	WHERE A BIDDER IS 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. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.6.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO 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 MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> 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.

07/10210(22)

OFFICE USE ONLY

RFQ/Tender received on

Reason for rejection:

Accepted

Rejected

Supplier Number in POLFIN

Supplier Number in CSD

SUPPLIER INFORMATION

Are you a NEW supplier?

YES

KINDLY REGISTER ON NATIONAL TREASURY CSD: WWW.CSD.GOV.ZA AND OBTAIN A CSD SUPPLIER NUMBER

Are you an EXISTING Supplier?

YES

KINDLY PROVIDE YOUR CSD AND POLFIN SUPPLIER NUMBER

Supplier Number in CSD

Unique registration supplier no: CSD

Supplier Number in POLFIN

C. CHECKLIST OF DOCUMENTS A

CROSS REFERENCE

YES

NO

N/A

- 1) Copy of Business entity's Registration Documents: i.e. CK2 form
 - For Close Corporations – a copy of the CIPRO report showing the directors/owners/members of the cc
 - 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
 - Copy of shareholders/members certificates / agreements

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

- 7.1 B-BBEE original/Certify copy attached

8. Applicable certificate for work to be executed according to the tender/quotation attached.

Approved on CSD

08/10210(22)



South African Police Service

Request for Bid : 0000003204

Report Run By: Charles Ngoasheng (7117083-9)
Date: 11/14/2022 15:09:58

SAPS Bid No.

19/1/9/1/102TD (22):

Document No:

0000003204

Description:

SUPPLY AND DELIVERY OF ANTE-MORTEM BLOOD
ALCOHOL KIT: FORENSIC CHEMISTRY
LABORATORIES (NATIONAL HEALTH LABORATORY
SERVICES) AND THE SOUTH AFRICAN POLICE
SERVICE

Company Name:

No Supplier Selected, or the default contact person is
not set

Attention:

Tel No:

Fax No:

Cell No:

Currency:

ZAR

Closing Date:

2022/12/14 11:00:00

09/102TD(22)

PRICING SCHEDULE						
Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required	
6550180027818	KIT, COLLECTION, ANTE-MORTEM BLOOD ALCOHOL	VISIBLE POLICING HQ		Each		
Line Comment		Lead Time	Quantity Required	Quantity Available	Unit Cost (Incl VAT)	
			1			

10/102TD(22)

Questionnaires

THE 80/20 QUESTIONNAIRE EVALUATION TEMPLATE V2

Please provide your BBEE level from the possible list provided in the dropdown :

<input type="checkbox"/>	Level 1 (100 Points Scored or More)
<input type="checkbox"/>	Level 2 (85 to 100 Points Scored)
<input type="checkbox"/>	Level 3 (75 to 84 Points Scored)
<input type="checkbox"/>	Level 4 (65 to 74 Points Scored)
<input type="checkbox"/>	Level 5 (55 to 64 Points Scored)
<input type="checkbox"/>	Level 6 (45 to 54 Points Scored)
<input type="checkbox"/>	Level 7 (40 to 44 Points Scored)
<input type="checkbox"/>	Level 8 (30 to 39 Points Scored)
<input type="checkbox"/>	Non Compliant

11/102TD(22)

Attachment Description	Attachment File Name
COVERING LETTER	COVERING LETTER.pdf
COVER PAGE	COVER PAGE.doc
SBD 1	SBD 1.doc
CSD REQUIREMENTS	CSD REQUIREMENTS.pdf
SPECIAL CONDITIONS	SPECIAL CONDITIONS 102TD (22).docx
SBD 4	Standard Bidding Document (SBD) 4_Annexure A.doc
SBD 6.1	SBD 6.1.docx
SPECIFICATION	SPECIFICATION.pdf
GCC	GCC.pdf
DEVIATION FORM	DEVIATION FORM.docx
BID DOCUMENT CHECKLIST	BID DOCUMENT CHECKLIST.doc

12/102TD(22)

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

13/102TD(22)

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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the

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

14/102TD(22)

SBD4

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

15/10210(22)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the **80/20** system for requirements with a Rand value of **up to R50 000 000** (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to ~~exceed/not exceed~~ R50 000 000 (all applicable taxes included) and therefore the **...80/20...** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

16/10210(22)

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 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

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

17/102TD(22)

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of
company/firm:.....

8.2 VAT registration
number:.....

8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
 ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
--

20/102TD(22)



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/102TD (22)

SPECIAL CONDITIONS OF CONTRACT

BID NUMBER: 19/1/9/1/102TD (22)

SUPPLY AND DELIVERY OF ANTE-MOTERM BLOOD ALCOHOL

KIT: FORENSIC CHEMISTRY LABORATORIES (NHS) AND SOUTH

AFRICAN POLICE SERVICE FOR A PERIOD OF TWO (2) YEARS:

CLOSING DATE AND TIME: 2022-12-14 AT 11:00

BID VALIDITY PERIOD: 90 DAYS

21/102TD(22)



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/102TD (22)

TABLE OF CONTENTS

Page

1. ABBREVIATIONS	1
2. BID DOCUMENT CHECK LIST.....	2
3. SCOPE	3
4. SECTION A.....	3
4.1 LEGISLATIVE AND REGULATORY FRAMEWORK.....	3
4.2 BID INFORMATION/BRIEFING SESSION.....	3
4.3 EVALUATION CRITERIA	3
4.3.1 PHASE 1: PRE-QUALIFICATION CRITERIA.....	4
4.3.2 PHASE 2: ADMINISTRATIVE BID REQUIREMENTS.....	4
4.3.3 PHASE 3: MANDATORY REQUIREMENTS.....	4
4.3.4 PHASE 4: TECHNICAL COMPLIANCE	6
4.3.5 PHASE 5: PREFERENCE POINT SYSTEM AND PRICE	7
4.3.6 PHASE 6: SAMPLES SUBMITTED FOR VISUAL SCREENING:	8
5. VALUE ADDED TAX	9
6. PRICING STRUCTURE AND SCHEDULE	9
7. AUTHORISATION DECLARATION/ LETTER FROM THE MANUFACTURER	9
8. RESPONSIVE BIDS	10
9. TAX COMPLIANCE REQUIREMENTS.....	10
10. FORMAT AND SUBMISSION OF BIDS.....	10
11. LATE BIDS.....	11
12. COUNTER CONDITIONS	11
13. FRONTING.....	11
14. SUPPLIER DUE DILIGENCE	12
15. COMMUNICATION	12
16. CONTACT DETAILS	12
17. SECTION B.....	12
17.1 CONTRACT PERIOD.....	12
17.2 RIGHT OF AWARD.....	13
17.3 MULTIPLE AWARD.....	13
17.4 NEGOTIATIONS.....	13
17.5 QUALITY.....	13
17.6 DELIVERY AND QUANTITIES	14



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/102TD (22)

17.6.1	DELIVERY BASIS	14
17.6.2	QUANTITIES	14
18.	SECTION C.....	14
18.1	ROLES AND RESPONSIBILITIES.....	14
18.1.1	CONTRACT ADMINISTRATION	14
18.1.2	SUPPLIER PERFORMANCE MANAGEMENT.....	14
18.2	PRODUCT ADHERANCE / BRAND CHANGE.....	14
18.3	CONTRACT PRICE ADJUSTMENT.....	15
18.3.1	Formula	15
18.4	FORMULA COMPONENT DEFINITIONS.....	16
18.4.1	Adjustable amount.....	16
18.4.2	Fixed portion	16
18.4.3	Cost components and proportions.....	16
18.4.4	Applicable indices / references	17
18.4.5	Base Index Date.....	18
18.4.6	End Index Date	18
18.4.7	Price Adjustment Periods.....	18
19.	GENERAL.....	18
20.	BREACH OF CONTRACT	19
21.	PACKAGING	19



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/102TD (22)

1. ABBREVIATIONS

BAC: Bid Adjudication Committee

B-BBEE: Broad-Based Black Economic Empowerment

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 19/1/9/1/102TD (22)

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 6 (1): Preference Points Claimed (BBBEE)		
5	Special Conditions of Contract		
6	General Conditions of Contract		
7	Cost components document		
8	Certified BBBEE Certificate or original valid sworn affidavit		

25/102TD(22)



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/102TD (22)

3. SCOPE

The South African Police Service requires prospective bidders to submit bids for the Supply and Delivery of Ante-Moterm Blood Alcohol Kit for a period two (2) years: for Forensic Chemistry Laboratories (NHS) and South African Police Service in accordance with **specification 2655/2022** 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

Briefing Address/No briefing session will be held.

4.3 EVALUATION CRITERIA

The evaluation process will be conducted in phases as follows:

Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6
Prequalification Criteria	Administrative Bid requirements	Mandatory Requirements	Technical Compliance	Price and B-BBEE	Sample Evaluation
Compliance with pre-qualification criteria: 1-8	Completion of Bid Document (SBD forms and Cost Component)	Compliance with Mandatory and other bid requirements. SBD forms must be completed and signed	Compliance to technical requirements	Bids evaluated in terms of the 80/20	Sample verification/testing



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/102TD (22)

4.3.1 PHASE 1: PRE-QUALIFICATION CRITERIA

B-BBEE status level of contributor

It is a condition of this bid that only one or more of the following bidders may respond to this bid: A bidder having a B-BBEE status level of contributor **1 to 8** Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or an original valid sworn affidavit at the closing date and time of the bid in order to prove compliance.

4.3.2 PHASE 2: 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
Preference Point Claim Form <u>SBD 6.1</u>	YES – Generally, non-submission will lead to a zero score for B-BBEE.
General Conditions of Contract	NO – Bidders <u>must only familiarise</u> themselves with the content of the document
Special Conditions of Contract	NO - Bidders must sign acknowledgement that they <u>familiarise</u> themselves with the content of the document
Cost components	YES – Please submit the completed cost component breakdown as per example in the Special Conditions of Contract.

4.3.3 PHASE 3: 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.

27/102TD(22)



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/102TD (22)

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

Pricing Schedule	YES – Please complete the price schedule with the bid at the closing date and time. <u>Please take note that lead times (Delivery period) should be completed</u>
Declaration of Interest – SBD 4	YES – Please complete and sign the supplied form.
Tax Clearance Requirements	YES – The <u>CSD</u> and the <u>tax status pin</u> are the approved method that will be utilized to verify tax compliance.
Central Supplier Database registration	YES – Please submit CSD registration number or CSD report to prove registration.
Authorisation Declaration	YES – Bidders sourcing products from a third party must submit the authorisation declaration letter of the third party.
The supplier must be ISO 13485:2003 certified and provide proof of validation data to establish the expiry date of the kit and its contents, specifically blood collection tube. The proof must be in documentary form with the testing results for this purpose. All documents provided must be signed and/or certified and be submitted with the bid reply.	YES - supplier must be ISO 13485:2003 certified and provide proof of validation data to establish the expiry date of the kit and its contents, specifically blood collection tube.
The company must provide in documentary form, all standards adhered to in this testing process. This may include, but is not limited to ISO 13485:2003 standards. SANAS standards and must be traceable to the standards international (SI). The documents in this regard must be attached to the bid submission. All documents provided must be signed and/or certified.	YES - company must provide in documentary form, all standards adhered to in this testing process. This may include, but is not limited to ISO 13485:2003 standards. SANAS standards and must be traceable to the standards international (SI).
The bidder must include a detailed procedure describing the preparation of the kit for the evaluation by the end user. Failure to submit the procedure will result in the exclusion of the bid proposal during the bid evaluation process.	YES - a detailed procedure describing the preparation of the kit for the evaluation by the end user must be included.
At least one (1) sample of the complete Blood Alcohol Sampling Kit must be delivered for evaluation with the bid proposal. Failure to submit samples will result in the exclusion of the bid proposal during the bid evaluation process.	YES - Sample of the complete Blood Alcohol Sampling Kit must be delivered for evaluation with the bid proposal.



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/102TD (22)

If the bidder that is not the OEM manufacturer or OEM agent for the kits must provide documentary proof of long standing relationship with the manufacturer/supplier. Supplied consumables must be supported for a period of at least two (2) years. The bidder must be able to supply the necessary support and after sales services for the contract period.	YES - If the bidder that is not the OEM manufacturer or OEM agent for the kits must provide documentary proof of long standing relationship with the manufacturer/supplier.
The bid price must include the price of each item (s).	YES – Bid price must include price per each item.
Be inclusive of all other costs to provide the kits when orders placed	YES – All other costs must be inclusive to provide the kits when orders placed.
The bidder must indicate in writing with Comply for compliance with the requirements and Do Not comply for non-compliance with the requirements in the relevant column of every specification field. Failure to do this will be interpreted as Do Not comply	YES – Specification fields must be indicated in writing with Comply and Do Not comply with the requirements.

4.3.4 PHASE 4: TECHNICAL COMPLIANCE

This phase entails the evaluation of bids for technical compliance.

South African National Standards and/or Private Specifications

- Items must comply with standards and/or specifications as per South African Police Service Spec 2655/2022 included in the bid document.
- 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 Website: 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.

29/102TD(22)



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/102TD (22)

4.3.5 PHASE 5: PREFERENCE POINT SYSTEM AND PRICE

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 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) - B-BBEE status level of contributor (maximum 20 points)

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

- c) A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	16
4	14
5	12
6	8
7	6
8	4
Non-compliant contributor	0

- d) Bidders are required to complete the preference claim form (SBD 6.1), and submit their **original and valid** B-BBEE status level verification certificate or a **certified copy** thereof or an **original valid sworn affidavit** at the closing date and time of the bid in order to claim the B-BBEE status level point. Failure to submit the valid original or certified copy will result in zero score / noncompliant contributor.
- e) The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/102TD (22)

- f) Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act no. 69 of 1984)) or an accredited verification agency or an original valid sworn affidavit will be considered for preference points.
- g) Failure on the part of the bidder to comply with the paragraphs above will be deemed that preference points for B-BBEE status level of contribution 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 preference points for B-BBEE.
- k) However, when functionality is part of the evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest for functionality.
- 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.

4.3.6 PHASE 6: SAMPLES SUBMITTED FOR VISUAL SCREENING:

- a) Samples will be requested for the purpose of visual screening of products offered for compliance to **specification 2655/2022** during the evaluation phase.
- b) Bidders must submit sample for physical evaluation.
- c) All samples submitted for visual screening must be a true representation of the product which will be supplied. Samples awarded against this bid will be retained for the duration of the contract period
- d) Unsuccessful bidders who have submitted samples, will be informed to collect such items within **3 months of the commencement of the contract**. Samples not collected within this 3-months from the commencement of the contract will be disposed of at the discretion of the South African Police Service.
- e) Failure to submit the sample will invalidate the bid.
- f) Samples will **ONLY** be accepted on the stipulated closing date and time of the bid. No late samples will be accepted.

4.3.6.1. Marking and Submission of samples

The following requirements for the marking and submission of samples are applicable to samples that are submitted for visual screening.

31/102TD(22)



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/102TD (22)

- a) Samples must be placed in suitable containers and be clearly marked with a **hang tag(s)** on the outside with the bid number, item number(s), and the bidder's name. This detail must appear on a label attached to each individual item package. For ease of handling during evaluation process, laminating stickers or loose papers should not be submitted with the sample as the identity of the sample can be misplaced.
- b) All samples, including the labelling requirements, must be a true representation of the product that will be supplied during the contract period.

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.
- 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 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 consist 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 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."

32/102TD(22)



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/102TD (22)

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.

Failure to comply with this condition may invalidate the bid.

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.

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

- a) In order to simplify the evaluation process, Bidders are required to submit their bids in an hard copy, in the following manner: -

33/102TD(22)



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/102TD (22)

SECTION	REQUIRED DOCUMENTS
Section 1	Standard bidding documents (SBD 1, Pricing Schedule, SBD 4 and SBD 6.1) and CSD report
Section 2	BBBEE Certificate or certified copy thereof or original valid sworn affidavit in the case of a QSE or EME
Section 3	Authorisation Declaration and item list
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, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, will be returned unopened to the bidder.

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.

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.

34/102TD(22)



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/102TD (22)

14. SUPPLIER DUE DILIGENCE

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.

15. 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.

16. CONTACT DETAILS GENERAL

Address

BID & SAMPLE ENQUIRIES

Bidders must note that **no** telephonic enquiries shall be made to the South African Police Service. Enquiries shall be made in writing to the **Section Commander: Tactical Equipment, Vehicles and General Procurement, Colonel ND Nyembe: NyembeN@saps.gov.za**

To allow the South African Police Service sufficient time to respond to enquiries, Bidders shall note that no enquiries made later than seven (7) working days ahead of the closing date and time of the bid will be entertained by SAPS

17. SECTION B

17.1 CONTRACT PERIOD

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

35/102TD(22)



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/102TD (22)

17.2 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.

17.3 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

17.4 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.

17.5 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.

36/102TD(22)



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/102TD (22)

17.6 DELIVERY AND QUANTITIES

17.6.1 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.

17.6.2 QUANTITIES

Quantities cannot be guaranteed.

18. SECTION C

18.1 ROLES AND RESPONSIBILITIES

18.1.1 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: SmitJ@saps.gov.za and Tel: (012) 841 7119

18.1.2 SUPPLIER PERFORMANCE MANAGEMENT

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.

18.2 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

37/102TD(22)



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/102TD (22)

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.

18.3 CONTRACT PRICE ADJUSTMENT

18.3.1 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 19/1/9/1/102TD (22)

VPl	=	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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18.4 FORMULA COMPONENT DEFINITIONS

18.4.1 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.

18.4.2 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.

18.4.3 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)	
D2 - Local Raw Material / Finished product (if applicable)	
D3 - Labour	



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/102TD (22)

D4 - Transport	
D5 - Housing and utilities	
D6 - Other	
TOTAL (Cost components must add up to 100%)	100 %

18.4.4 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 ²	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 19/1/9/1/102TD (22)

18.4.5 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 is **2019-08-04**

18.4.6 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).

18.4.7 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 st Adjustment	12 month after signing of contract	One year prior to the 1 years period	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.*

19. GENERAL

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.



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/102TD (22)

20. 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.

21. PACKAGING

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

42/102TD(22)

SPECIFICATIONS NO: 2655/2022

**BID SPECIFICATION FOR THE ANTE-MORTEM BLOOD ALCOHOL KIT: FORENSIC CHEMISTRY LABORATORIES
(NATIONAL HEALTH LABORATORY SERVICES) AND THE SOUTH AFRICAN POLICE SERVICE**

BACKGROUND		
The four Forensic Chemistry Laboratories of the National Health Laboratory Services in Cape Town, Johannesburg, Durban and Pretoria are responsible for the Alcohol Analysis of Ante-Mortem Blood Samples. The kits that these blood samples are packaged and procured by the South African Police Service . This contract will be for a period of two years. The serial numbers of the seals must be uniquely bar-coded, the barcode will be used as an identifier and for tracking purposes and must follow a sequential order.		
The bidder must indicate in <u>writing</u> with Comply for compliance with the requirements and Do Not comply for non - compliance with the requirements in the relevant column of <u>every</u> specification field. Failure to do this will be interpreted as Do Not Comply .		COMPLY/ DO NOT COMPLY
A.	GENERAL REQUIREMENTS	
1.	Container	
1.1	The container must consist out of a small stackable material (light weight e.g polystyrene). The material must be able to allow the control of the environmental temperature within the kit, regardless of the surroundings.	
1.2	The material must be tamper evident. Should physical tampering be attempted, it must be apparent.	
1.3	The material must not allow for easy access to the contents within the container at any time while it is sealed.	
1.4	The container must be supplied in a sealed condition (see paragraph 5 below for details).	

43/10210(22)

**BID SPECIFICATION FOR THE ANTE-MORTEM BLOOD ALCOHOL KIT: FORENSIC CHEMISTRY LABORATORIES
(NATIONAL HEALTH LABORATORY SERVICES) AND THE SOUTH AFRICAN POLICE SERVICE**

The bidder must indicate in writing with Comply for compliance with the requirements and Do Not comply for non-compliance with the requirements in the relevant column of <u>every</u> specification field. Failure to do this will be interpreted as Do Not Comply .		COMPLY/ DO NOT COMPLY
1.5	The kit must be small enough to allow for delivery and storage of numerous kits to e.g.10 be packaged and shipped together simultaneously.	
1.6	The kit interior must contain sufficient space or compartments to house the contents listed below in a secure way without allowing for possible leakages, movement or breakage of the contents during transportation.	
1.7	The exterior of the kit must be sealable/lockable with appropriate mechanism integrating seals, preferably containing holes on the sides in order to allow the insertion of the cable tie like seal or another seal mechanism.	
1.8	The manufacturing date, expiry date, lot/batch no. of the contents of the kit must be placed on the outside of the container in such a way that it cannot be concealed with the sample label and is clearly visible to the users.	
1.9	The bidder should deliver batch that will not expire within 12 months.	
1.10	The polystyrene container must be equipped with a metal/foil indicator on the outside that would clearly define containers that were microwaved after sealing. The metal/ foil indicator must also show clear physical tampering if attempted to be pulled off.	

44/10210(22)

SPECIFICATIONS NO: 2655/2022

**BID SPECIFICATION FOR THE ANTE-MORTEM BLOOD ALCOHOL KIT: FORENSIC CHEMISTRY LABORATORIES
(NATIONAL HEALTH LABORATORY SERVICES) AND THE SOUTH AFRICAN POLICE SERVICE**

The bidder must indicate in <u>writing</u> with Comply for compliance with the requirements and Do Not comply for non-compliance with the requirements in the relevant column of <u>every</u> specification field. Failure to do this will be interpreted as Do Not Comply .		COMPLY/ DO NOT COMPLY
2.	Contents of Container	
2.1	One 10 ml vacutainer test-tube for the collection of blood (see point 3. Below).	
2.2	Two seals with the identical unique number in sequence of the original seal, meant for re-sealing.	
2.3	One safety sterile needle in a peel pouch.	
3.	Vacutainer test-tube	
3.1	Must be manufactured from glass and must be at least 10mL capacity;	
3.2	Must be sterile with documented length of sterility guarantee.	
3.3	Must be capped to maintain vacuum of the tube (e.g. rubber-stoppered)	
3.4	Must have 1 x plastic shell to fit over the top cap of test-tube.	
3.5	Must contain an anti-clotting agent, pre-mixed with a preservative (sodium fluoride).	
3.6	Must contain 1 x bar-coded carbonized label with data entry fields.	
4.	Preservative and anti-coagulant	
4.1	Must be 99% potassium oxalate (POTOX), analytical reagent grade (AR) or higher as anti-clotting agent;	

45/102TD(22)

SPECIFICATIONS NO: 2655/2022

**BID SPECIFICATION FOR THE ANTE-MORTEM BLOOD ALCOHOL KIT: FORENSIC CHEMISTRY LABORATORIES
(NATIONAL HEALTH LABORATORY SERVICES) AND THE SOUTH AFRICAN POLICE SERVICE**

The bidder must indicate in <u>writing</u> with Comply for compliance with the requirements and Do Not comply for non-compliance with the requirements in the relevant column of <u>every</u> specification field. Failure to do this will be interpreted as Do Not Comply .		COMPLY DO NOT COMPLY
4.2	Must be Pre-mixed with the preservative sodium fluoride in the approximate ratio (1: 4, 33) and allow for a blood-filled tube to maintain a minimum concentration of 1% fluoride.	
4.3	The chemical as referred to in points 4.1 and 4.2 must be pulverized to a fine powder when used in the vacutainer tube.	
5.	Seals must meet the following requirements:	
5.1	Two seals for sealing the kit (pre- sampling) by the manufacturer at point of manufacture, with identical and unique numbering barcode.	
5.2	Two seals for sealing the kit (post- sampling) by the medical officer after collecting the sample before dispatch to the Forensic Chemistry Laboratory (FCL). Must have identical and unique numbering barcode. Seals must be fixed and no expansion or slippage of seal possible.	
5.3	Seals must be flexible and wide enough to allow a snug fit around the container without cracking, breaking or cutting into the container. Hollow tubes to protect holes if kit uses cable tie seals.	
5.4	A unique serial number permanently infused. The serial number must have a prefix DD 000001 (barcode and numerical) that must be recorded with full serial tracking as per ISO standard.	
5.5	The "post-sampling" seals must both have identical numbers, following sequentially onto the number on the two "pre-sampling" seals that also have identical numbers.	
6.	Label must meet the following requirements:	
6.1	Must be carbonized or allow other duplication for data completion.	
6.2	Must be attached to the test-tube and allow a tear-off/ removal of copy to affix elsewhere.	

46/102TD(22)

**BID SPECIFICATION FOR THE ANTE-MORTEM BLOOD ALCOHOL KIT: FORENSIC CHEMISTRY LABORATORIES
(NATIONAL HEALTH LABORATORY SERVICES) AND THE SOUTH AFRICAN POLICE SERVICE**

The bidder must indicate in <u>writing</u> with Comply for compliance with the requirements and Do Not comply for non-compliance with the requirements in the relevant column of <u>every</u> specification field. Failure to do this will be interpreted as Do Not Comply .		COMPLY/ DO NOT COMPLY
6.3	A second identical label that may be a carbon copy, and must contain adhesive to affix it on the outside of the container before re-sealing after sampling.	
6.4	Both labels must be clearly marked with the outside and inside seal numbers.	
6.5	Both labels must also contain the seal number in the form of a bar-code as mentioned in par 5.4 and must have the space for the following information to be filled out:	
6.5.1	SAPS Station and CAS number;	
6.5.2	SAPS 13 number;	
6.5.3	Date and time of sampling;	
6.5.4	Signature of Law Enforcement officer;	
6.5.5	Rank, Initials, Surname and Persal Number of Law Enforcement officer;	
6.5.6	Signature of Medical officer who drew the blood;	
6.5.7	Name and Persal number of Medical officer who drew the blood.	
7.	Information leaflet	
7.1	Information leaflet must have instructions on how to sample the blood.	
7.2	Information leaflet must have instructions on how to attach the carbon copy label to the outside of the container.	
7.3	Information leaflet must have guidelines on how to re-package the test-tube.	

47/10270(22)

**BID SPECIFICATION FOR THE ANTE-MORTEM BLOOD ALCOHOL KIT: FORENSIC CHEMISTRY LABORATORIES
(NATIONAL HEALTH LABORATORY SERVICES) AND THE SOUTH AFRICAN POLICE SERVICE**

The bidder must indicate in <u>writing</u> with Yes for compliance with the requirements and No for non-compliance with the requirements in the relevant column of <u>every</u> specification field. Failure to do this will be interpreted as Do Not comply .		COMPLY/ DO NOT COMPLY
7.4	Information leaflet must have instructions on how to seal the container.	
7.5	Information leaflet must have instructions on how to dispose the needle.	
7.6	Information leaflet in the kit and printing on the individual items in the kit must be in a format that is bold and be readable in low light conditions.	
B.	ADDITIONAL REQUIREMENTS	
8.	All containers in the Blood Alcohol Sampling Kit must be clean and sterilized to avoid the possibility of contamination. Proof of the clean and sterilized manufacturing process must form part of the bid submission.	
9.	A clinically clean environment and stringent quality control are critical to ensure clean containers and kits. Before the awarding of the contract, the manufacture's site may be visited to assess the cleanness of the facility.	
10.	The production of the Potassium Oxalate must happen in a Bio Hazard safety zone and must be irradiated after vacutainer tube filling to ensure sterility.	
11.	The uniquely bar-coded serial numbers of each kit must also appear on the outside of the outer container that will be used for delivery of the kits to the SAPS (for example should ten uniquely barcoded kits be packaged the stickers of all ten uniquely barcoded serial numbers should affix on the outside of the container).	
12.	Validation of the stability and other features of the vacutainer test-tubes must occur under local conditions. The bidder must supply upon request, at no additional cost, up to four hundred (400) of the specified tubes in batches and at times determined by the end-user for validation studies.	

48/102TD(22)

BID SPECIFICATION FOR THE ANTE-MORTEM BLOOD ALCOHOL KIT: FORENSIC CHEMISTRY LABORATORIES (NATIONAL HEALTH LABORATORY SERVICES) AND THE SOUTH AFRICAN POLICE SERVICE

The bidder must indicate in <u>writing</u> with Yes for compliance with the requirements and No for non-compliance with the requirements in the relevant column of <u>every</u> specification field. Failure to do this will be interpreted as Do Not comply .		COMPLY/ DO NOT COMPLY
13.	Where validation studies indicate a problem with the sodium fluoride concentration or stability, the bidder must source new test tubes that may be customised and allow additional concurrent validation of the other provided vacutainer tubes for up to four hundred (400) of the newly sourced tubes. This will occur upon request and at no additional cost.	
14.	The first ante mortem blood kits must be made available within the maximum of twenty eight (28) days after awarding of the contract.	
15.	Upon receiving an official order, the kits must be delivered to Division: Supply Chain Management within fourteen (14) days, at Supply Chain Management 117 Cresswell Road Silverton Pretoria	
16.	This bid will be for the sampling of blood specimen for blood alcohol analysis by the Forensic Chemistry Laboratories in cases of suspected drunken driving.	
17.	This contract will be for the period of two years after the date of awarding of the contract.	
18.	The successful bidder must be able to provide, where necessary, evidence in Court, in person, on the product that was supplied.	

49/10270(22)

BID SPECIFICATION FOR THE ANTE-MORTEM BLOOD ALCOHOL KIT: FORENSIC CHEMISTRY LABORATORIES (NATIONAL HEALTH LABORATORY SERVICES) AND THE SOUTH AFRICAN POLICE SERVICE

The bidder must indicate in <u>writing</u> with Yes for compliance with the requirements and No for non-compliance with the requirements in the relevant column of <u>every</u> specification field. Failure to do this will be interpreted as Do Not comply	
COMPLY/ DO NOT COMPLY	
19.	All manufacturing and supply records of the product must be available throughout the contract period (as well as to the point of the last expiry date of the kits delivered) for inspection and verification purposes.

 **ACTING DIRECTOR**
HEAD: FORENSIC CHEMISTRY LABORATORY
NATIONAL HEALTH LABORATORY SERVICES
K XABA

Date: 25-10-2022

50/10210(22)

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.

51/102TD(22)

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

52/102TD(22)

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 markets 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.

53/102TD(22)³

- 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.

54/102TD(22)⁴

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

55/10210⁵(22)

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

56/102TD(22)

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,

57/102TD(22)

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (c) 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

58/10210(22)⁸

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

59/10210⁹(22)

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

60/102TD(22)¹⁰

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

61(102TD(22)¹¹

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

62/102TD¹²(22)

- (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.

63/10210(22)

- 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)

64/1021D¹⁴(22)

CERTIFICATION

I THE UNDERSIGNED (FULL SURNAME)

TAKE NOTE OF THE CONTENTS OF GENERAL CONDITIONS OF CONTRACT
(GCC), SPECIAL CONDITION OF CONTRACT (SCC) AND SPECIFICATION AND
WILL ABIDE BY THEM.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

65/102TD(24)



DEVIATION SHEET: Bid 19/1/9/1/102 TD (22)

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"**

Specification paragraph:
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66/102TD(22)



DEVIATION SHEET: Bid 19/1/9/1/102 TD (22)

Offered:

Specification paragraph

Reason:

Offered:

67/102TD(22)



DEVIATION SHEET: Bid 19/1/9/1/102 TD (22)

Specification paragraph
Reason:
Offered:

68/102TD(22)