

4. **DECLARATION**

I, THE UNDERSIGNED (NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3  
ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR  
ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
SIGNATURE

.....  
DATE

.....  
POSITION

.....  
NAME OF BIDDER

43/97TP(23)

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

46/97TD(23)

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

**80/20**

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

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

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

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

<p>.....</p> <p><b>SIGNATURE(S) OF TENDERER(S)</b></p>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... ..... ..... .....

49/97TP(23)

## 1. SPECIFICATION INSTRUCTION & BACKGROUND

### 1.1 Scope of the requirements

The South African Police Service: Crime Scene Laboratories require the supply, delivery, qualification and maintenance of 1,8-Diazafluoren-9-one/Ninhydrin/1,2-Indandione (DFO/NIN/IND) fingerprint development chamber. The DFO/NIN fingerprint development chamber will be used for the development of latent fingerprints on porous surfaces by regulating conditions of temperature, relative humidity and time. Details of requirements are included herein

### 1.2 Delivery locations

The DFO/NIN/IND fingerprint development chamber must be delivered to the site in South Africa where it is ordered. See Attachment 1 – Crime Scene Laboratories locations.

### 1.3 Equipment needed

The DFO/NIN/IND fingerprint development chamber will be procured **as and when the need arise**.

### 1.4 Bid documentation

The bid proposal documentation with all supporting documents must be spiral bonded. The response maybe broken up into more than one document if it is too bulky to be contained in one document.

### 1.5 Bid format

**NB:** The Bidder needs to confirm compliance in writing (**hand written**) to requirements contained in this section. Failure to enter **COMPLY** or **DON'T COMPLY** in the relevant column will be interpreted as **DON'T COMPLY** and will result in the **disqualification of the bid**. No tick (✓) or cross(x) will be accepted.

### 1.6 Deviations

The bidder that deviates from the specifications as indicated in this document will be disqualified.

2	GENERAL REQUIREMENTS	BIDDER COMPLY OR DON'T COMPLY
2.1	<b>Contract period</b> The contract emanating from this agreement will be valid for a period of two (2) years.	
2.2	<b>Delivery</b> The bidder must be capable of supplying and delivering ordered equipment within 90 calendar days after receipt of order.	
2.3	<b>Capacity of bidder</b> The bidder must supply equipment that will meet all technical requirements on paragraphs 3.1 – 3.16.3 and be capable of supplying, delivering, qualifying and maintaining the equipment.	
2.4	<b>Unique identifier:</b>  <b>The fingerprint development chamber must be clearly identified by:</b> <ul style="list-style-type: none"> <li>• name</li> <li>• make</li> <li>• model</li> <li>• serial number</li> <li>• manufacturing date and life span of the equipment</li> <li>• manufacturer's (supplier's) details and contact numbers.</li> </ul> This unique number (serial number) must be used on all documentation pertaining to specific equipment.	



## CODIFICATION

### Services required

Supply, delivery, qualification and maintenance of equipment at Crime Scene Laboratories sites located nationally. See Attachment 1 – Location of Crime Scene Laboratories.

ICN Number	ICN Description
9825T05088764	Supply of DFO/NIN/IND finger print development chamber
9825T05088765	Installation Qualification of DFO/NIN/IND finger print development chamber
9825T05088766	Maintenance of DFO/NIN/IND finger print development chamber
9825T05088802	Delivery costs OF DFO/NIN/IND fingerprint development chamber East London, Eastern cape
9825T05088803	Delivery costs OF DFO/NIN/IND fingerprint development chamber Kokstad, KwaZulu Natal
9825T05088804	Delivery costs OF DFO/NIN/IND fingerprint development chamber Kwa-Mashu, KwaZulu Natal
9825T05088805	Delivery costs OF DFO/NIN/IND fingerprint development chamber Mtubatuba, KwaZulu Natal
9825T05088806	Delivery costs OF DFO/NIN/IND fingerprint development chamber New Castle, KwaZulu Natal
9825T05088807	Delivery costs OF DFO/NIN/IND fingerprint development chamber Pietermaritzburg, KwaZulu Natal
9825T05088808	Delivery costs OF DFO/NIN/IND fingerprint development chamber Richards Bay, KwaZulu Natal
9825T05088809	Delivery costs OF DFO/NIN/IND fingerprint development chamber Vryheid, KwaZulu Natal
9825T05088810	Delivery costs OF DFO/NIN/IND fingerprint development chamber LebowaKomo, Limpopo
9825T05088811	Delivery costs OF DFO/NIN/IND fingerprint development chamber Lephalale, Limpopo
9825T05088812	Delivery costs OF DFO/NIN/IND fingerprint development chamber Louis Trichardt Makhado, Limpopo
9825T05088813	Delivery costs OF DFO/NIN/IND fingerprint development chamber Modimolle, Limpopo



9825T05088814	Delivery costs OF DFO/NIN/IND fingerprint development chamber Musina , Limpopo
9825T05088815	Delivery costs OF DFO/NIN/IND fingerprint development chamber Polokwane, Limpopo
9825T05088816	Delivery costs OF DFO/NIN/IND fingerprint development chamber Thabazimbi, Limpopo
9825T05088817	Delivery costs OF DFO/NIN/IND fingerprint development chamber Thohoyandou,Limpopo

53/97TD(23) N

3.	TECHNICAL REQUIREMENTS	BIDDER COMPLY OR DON'T COMPLY
The <b>DFO/NIN/IND fingerprint development chamber</b> must be able to provide the Crime Scene Laboratory with the following <i>minimum</i> requirements		
3.1	<b>The bidder must supply a complete system that will (as a minimum) include the following:</b> <ul style="list-style-type: none"> <li>• DFO/NIN/IND fingerprint development chamber</li> <li>• Uninterruptible power supplier</li> </ul>	
3.2	The DFO/NIN fingerprint development chamber must be a multi-purpose application and develop fingerprints treated with: <ul style="list-style-type: none"> <li>• 1,8-Diazafluoren-9-one</li> <li>• 1.2-Indandione</li> <li>• Ninhydrin</li> </ul>	
3.3	The fingerprint development chamber must simply plug into a 220V outlet	
3.4	The fingerprint development chamber must be a complete automated working system which provides a controlled environment for processing fingerprints. The chamber must be fitted with ductless extraction system.	
3.5	The fingerprint development chamber must have a viewing window and internal lights to enable the progress of development to be observed	
3.6	The fingerprint development chamber must have the digital temperature and humidity display that provides clear settings.	
3.7	The fingerprint development chamber must have a heat- and water resistant interior light to allow the user to view the exhibits through the observation window	
3.8	The fingerprint development chamber must have a rapid condition recovery after door is opened and closed.	
3.9	The fingerprint development chamber must have airflow alarm for blocked filters	
3.10	The fingerprint development chamber must have UV decontamination lights	
3.11	The fingerprint development chamber must have a low water level warning light/alarm that notifies when to add water.	

	TECHNICAL REQUIREMENTS (Continued)	BIDDER COMPLY OR DON'T COMPLY
3.12	The fingerprint development chamber must provide gentle, forced, vertical airflow that provides uniform environmental conditions, eliminating condensation, and keeps evidence moisture-free	
3.13	A source of distilled water must be supplied for the generation of the humidity within the fingerprint development chamber.	
3.14	<b>Temperature Requirements</b>	
3.14.1	The air temperature range of the fingerprint development chamber must be at least between 50°C and 100°C with accuracy $\pm 0.5^{\circ}\text{C}$ .	
3.14.2	Temperature in the centre of the chamber may be 1°C or 2°C below set temperature.	
3.14.3	The fingerprint development chamber must be fitted with an over-temperature safety cut-out.	
3.15	<b>Humidity Requirements</b>	
3.15.1	The fingerprint development chamber must develop fingerprints at high temperature and with or without controlled relative humidity.	
3.15.2	The relative humidity range of the fingerprint development chamber must be at least between 40% to 90% Relative Humidity (RH), of the specified temperature range and must have a humidifier OFF option.	
3.15.3	The accuracy of the relative humidity must be $\pm 3\%$ .	
3.16	<b>Chamber capacity</b>	
3.16.1	The fingerprint development chamber must have an interior capacity of approximately 160 litres, and an interior size of between 500-600mm high x 500-600mm wide x 450-550mm deep	
3.16.2	The interior layout must be at least two levels, one shelf and the floor of the chamber.	
3.16.3	The interior of the chamber and shelves must be made from high quality, corrosion resistant material that is resistant to acetic acid vapour.	

4.	SITE VISIT	BIDDER COMPLY OR DON'T COMPLY
<b>Notification</b> The bidder will be notified in advance of the intended visit of the evaluation committee. The bidder will also be informed concerning the size of the visiting group.		
4.1	<b>Location</b> The facility must be situated in South Africa.	
4.2	<b>Minimum requirements for the presentation</b> <b>As an absolute minimum the following must be addressed in the presentation:</b> <ul style="list-style-type: none"> <li>• Background of the company</li> <li>• Detailed information concerning the fingerprint development chamber</li> <li>• Roles and responsibilities of the bidder's team members</li> <li>• Project plan for maintenance, with the capacity to attend to unscheduled maintenance</li> </ul>	
4.3	The presentation must be supplied to the evaluation committee upon arrival.	
4.4	<b>Minimum requirements for meeting the bidder's team</b> All the team members involved in this project and discussed in the presentation must be present on the day of the visit.	
4.5	<b>Minimum requirements for the tour of the facility</b> The entire facility must be shown to the evaluation committee.	
4.6	The evaluation committee may take pictures of any part of the facility for the evaluation report.	
4.7	<b>Minimum requirements for the Practical Demonstration</b> This practical demonstration or a virtual practical demonstration must be conducted at the bidder's facility. A replacement or reference facility will not be entertained	

	<b>SITE VISIT (Continued)</b>	<b>BIDDER COMPLY OR DON'T COMPLY</b>
4.8	The successful bidder who performed virtual demonstration during site visit must conduct practical demonstration with the end user prior to delivery at the bidder's site.	
<b>5.</b>	<b>MAINTENANCE</b>	
5.1	<b>Equipment identification and description</b> After the equipment has been delivered a document under the company's letterhead must be issued to the commander of that site that contains the following information: <ul style="list-style-type: none"> <li>• Name of the site</li> <li>• equipment name (make and Model)</li> <li>• Date of hand-over of equipment</li> <li>• Different components making up the equipment</li> </ul>	
5.2	<b>Labelling of equipment</b> There must be an area on the equipment where it will indicate when the equipment was last maintained and when the next scheduled maintenance will take place. This must not be a plastic sleeve attached the equipment.	
5.3	<b>Response time for breakdown</b> When a breakdown is logged with the bidder's helpdesk a technician must be on-site within 3 working days.	
<b>6.</b>	<b>DEMONSTRATION DURING INSTALLATION</b>	
6.1	<b>Practical Demonstration</b> The practical demonstration must be done at the site where the equipment is delivered.	



	DEMONSTRATION DURING INSTALLATION (Continued)	BIDDER COMPLY OR DON'T COMPLY
6.2	<p><b>The successful bidder must supply as a minimum the following:</b></p> <ul style="list-style-type: none"> <li>• Copies of relevant scientific articles and publications</li> <li>• Each individual must perform the practical part on their own during the practical demonstration</li> <li>• The practical demonstration must be provided by individual(s) authorised by the manufacturer of the Fingerprint development chamber system.</li> </ul>	
6.3	<p><b>As a minimum the following must be addressed:</b></p> <ul style="list-style-type: none"> <li>• Working of the fingerprint development chamber</li> <li>• Safe operating procedures</li> <li>• Post-processing of the fingerprint development chamber</li> <li>• Troubleshooting and</li> <li>• Minor maintenance of the fingerprint development chamber</li> </ul>	
<b>7.</b>	<b>DELIVERY and QUALIFICATION</b>	
7.1	<p><b>Documentation</b></p> <p>All documentation must contain the serial numbers of the specific equipment to ensure traceability.</p>	
7.2	<p><b>Delivery</b></p> <p>The end-user must be informed in advance of the delivery. The equipment must be delivered to the site by the bidder.</p>	
7.3	<p>The successful bidder must supply an equipment manual at the site in hard (printed) format and as well as digital media.</p>	
7.4	<p>After unpacking the packaging material must be removed from the site by the successful bidder.</p>	


	<b>DELIVERY and QUALIFICATION (Continued)</b>	<b>BIDDER COMPLY OR DON'T COMPLY</b>
7.5	A delivery note under the company's letterhead must be supplied to the end-user on delivery containing all the serial numbers associated with the delivered equipment.	
7.6	<p><b>Testing</b></p> <p>On delivery, the equipment must be installed and tested. The factory trained technician must declare the equipment fit for use. The following qualification protocols must be carried out by the technician and certificates issued.</p> <ul style="list-style-type: none"> <li>• An installation qualification (IQ),</li> <li>• Operation qualification (OQ)</li> <li>• Performance qualification (PQ)</li> </ul> <p>The certificates must be issued within 7 calendar days.</p>	
7.7	<p><b>Next maintenance</b></p> <p>The next date for maintenance must be indicated on the equipment.</p>	
7.8	The bidder must replace the fingerprint development chamber at no cost to SAPS if it is faulty and irreparable within 90 days during warranty period.	



BID SPECIFICATION FOR THE SUPPLY, DELIVERY, QUALIFICATION AND MAINTENANCE OF DFO/NIN/IND FINGERPRINT DEVELOPMENT CHAMBER FOR A PERIOD OF TWO YEARS AT SAPS: COMPONENT: CRIMINAL RECORD AND CRIME SCENE MANAGEMENT: CRIME SCENE LABORATORIES: NATIONALLY

SPECIFICATION  
NUMBER 61/2023

THE SPECIFICATION WAS PERUSED AND APPROVED BY:

RANK	SURNAME & INITIALS	DESIGNATION	SIGNATURE
Col	Jwili A	Acting Section Head: Crime Scene Management	 61 A Jwili

**ATTACHMENT 1 – LOCATION OF CRIME SCENE LABORATORIES**

#	LCRC
<b>EASTERN CAPE (1)</b>	
1	East London
<b>KWAZULU-NATAL (7)</b>	
2	Kokstad
3	KwaMashu
4	Mtubatuba
5	Newcastle
6	Pietermaritzburg
7	Richards Bay
8	Vryheid
<b>LIMPOPO (8)</b>	
9	Lebowakgomo
10	Lephalale
11	Louis Trichardt (Makhado)
12	Modimolle
13	Musina
14	Polokwane
15	Thabazimbi
16	Thohoyandou

## **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.

62/97TP<sup>1</sup>(23)

## 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

## General Conditions of Contract

### 1. Definitions

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

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

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

5  
66/97TA(23)