



2 nd Adjustment	After year two of signing the contract		Date of application of adjustment after approval was obtained
3 rd Adjustment	After year three of signing the contract		Date of application of adjustment after approval was obtained

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

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

17.9 RATES OF EXCHANGE (ROE) – BASE AND AVERAGE RATES

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

The formula described above will be used and the imported cost component of the bid price (D1) will be adjusted taking into account the base RoE rate (refer paragraph 30.3.4) and the average RoE rate over the period under review indicated in paragraph 30.3.6 below.

In the event where the RoE adjustment goes hand in hand with a material/product price increase, the material/product price (in foreign currency) will be converted to South African currency using the base rate (paragraph 30.3.4) for the earlier invoice and the average RoE rate for the period under review as indicated in paragraph 30.3.6 below for the later invoice.

The imported cost component (D1) will be adjusted together with all the other cost components indicated in paragraph 30.2.3 and 30.2.4 above and at the predetermined dates indicated in paragraph 30.2.7 above

Rate(s) of exchange to be used in this bid in the conversion of the bid price of the item(s) to South African currency is indicated in the table below.

Currency	Rates of exchange 12-month average for the contract period
US Dollar	
Pound Sterling	



Euro	
Yuan	

Should the bidder make use of any other currency not mentioned above, the bidder is requested to calculate the average for the period _____ to _____ using the Reserve Bank published rates for the specific currency. Visit www.reservebank.co.za to obtain the relevant rates. Please refer to TCBD 2 (Procedure to download historical exchange rates from the Reserve Bank website) for instructions.

Contract price adjustments due to rate of exchange variations are based on average exchange rates as published by the Reserve Bank for the periods indicated hereunder:

Adjustment	Average exchange rates for the period:
1st Adjustment	Date to Date
2nd Adjustment	Date to Date
3rd Adjustment	Date to Date

18. 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.

19. BREACH OF CONTRACT



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

20. PACKAGING

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

21. DISPOSING OF GOODS BEARING SOUTH AFRICAN POLICE SERVICE OWNERSHIP MARK: ALL PRINTED FABRIC

Textile goods manufactured in terms of this contract and bearing a South African Police Service ownership mark shall not be disposed of by the contractor to any person, other than a South African Police Service Department unless the ownership mark has been cancelled, defaced or obliterated in such a manner as may be approved by the South African Police Service.

In order for a contractor to comply with the abovementioned condition, a contractor will be entitled to:

Dispose of such goods provided the goods are stamped or stencilled in indelible ink or dye with the word "CANCELLED", preferable, but not necessarily, over the South African Police Service ownership mark, or overprinted with a design in the same colour as that of the mark, or provided the colouring of the mark is bleached out.

Cut up the goods so that the South African Police Service ownership mark is defaced and then to use it or dispose of it as rags, cleaning cloths, etc.

NAME OF BIDDER:

NAME OF CONTACT PERSON:

CAPACITY:

SIGNATURE: DATE:



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AUTHORIZATION DECLARATION

NAME OF THE BIDDER: _____

BID NUMBER: BID NO 19/1/9/1/32 TD (23)

DESCRIPTION: MAINTENANCE, CALIBRATION AND REPAIR OF EQUIPMENT AT PLATTEKLOOF (WESTERN CAPE), PRETORIA (GAUTENG), GQEBERHA (EASTERN CAPE) AND AMANZIMTOTI (KWAZULU NATAL) LABORATORIES FOR A PERIOD OF THREE (3) YEARS: DETECTIVE AND FORENSIC SCIENCE LABORATORY: SECTION: BIOLOGY.

CLOSING DATE: 2024-01-18

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

YES	NO
-----	----

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

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

The bidder hereby declares the following:-

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

2. The bidder declares that the information contained herein is true and correct.**3. The bidder acknowledges that the SAPS reserves the right to verify the information contained therein and if found to be false or incorrect may invoke any remedies available to it in the bid documents.****SIGNATURE BY THE BIDDER**

Signed at _____ on the _____ day of _____ 20____

Signature _____ Full name _____

List of goods or services offered

Bid Item No	Brand Name	Name of the company from where the goods or services will be sourced	Address and contact details of the company from where the goods or services will be sourced

Bid Item No	Brand Name	Name of the company from where the goods or services will be sourced	Address and contact details of the company from where the goods or services will be sourced

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

TEMPLATE FOR THIRD PARTY UNDERTAKING

Form 2

Note:

The authorization letter must be original, signed and on an official letterhead of the third party.

A separate authorization letter must be included for each third party.

The authorization letter must be addressed to the Bidding Company.

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

Name of Bidding Company

Address of Bidding Company

Attention:

Dear Sir/Madam

AUTHORIZATION LETTER: TENDER NR _____

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

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

Item no.	Description of product	Brand name

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

Yours faithfully,

Signature of Third Party

Date: _____

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SBD 3.1

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

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

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

Name of bidder..... Bid number **19/1/9/32TD(23)**
Closing Time 11:00 Closing date: **2024-01-18**

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

Item Nr	ICN NUMBER	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)	COUNTRY OF MANUFACTURE
1	`9825T05071882	GILSON PIPETTES CALIBRATION(LOT A)	400		
2	`9825T05071884	REPAIR	400		
3	`9825T05086695	THERMO SCIENTIFIC PICO CENTRIFUGES MAINTENANCE	27		
4	`9825T05086504	REPAIR	27		
5	`9825T05086697	HETTICH CENTRIFUGES MAINTENANCE	6		
6	`9825T05086505	REPAIR	6		
7	`9825T05086701	SIGMA 1-14 CENTRIFUGES MAINTENANCE	8		
8	`9825T05086506	REPAIR	8		

9	`9825T05086704	HEAL FORCE CENTRIFUGES MAINTENANCE	5		
		REPAIR			
10	`9825T05086507		5		
		BOECO THERMOSHAKES MAINTENANCE			
11	`9825T05086714		25		
12	`9825T05086509	REPAIR	25		
13	`9825T05071885	HAMILTON STARLET MAINTENANCE	1		
14	`9825T05071888	REPAIR	1		
15	`9825T05071889	SEQUENCING DETECTION SYSTEM (7500) MAINTENANCE	5		
16	`9825T05071891	REPAIR	5		
17	`9825T05071892	GENE AMP CYCLER (9700) MAINTENANCE	10		
18	`9825T05071894	REPAIR	10		

19	`9825T05086711	BIOLOGICAL SAFETY CABINET (TISSUE) MAINTENANCE	2		
		REPAIR			
20	`9825T05086713		2		
		BIOLOGICAL SAFETY CABINET (GENERAL) MAINTENANCE			
21	`9825T05071904		3		
22	`9825T05071906	REPAIR	3		
23	`9825T05071907	FORENSIC EVIDENCE CABINET (GENERAL) MAINTENANCE	8		
24	`9825T05071909	REPAIR	8		
25	`9825T05071910	FUME HOOD MAINTENANCE	2		
26	`9825T05071912	REPAIR	2		
27	`9825T05071913	LAMINAR FLOW CABINET	3		

		MAINTENANCE			
28	`9825T05071915	REPAIR	3		
29	`9825T05086706	TECAN EVO LIQUID HANDLER MAINTENANCE	1		
30	`9825T05086708	REPAIR	1		
31	`9825T05071879	ARCTIKO FRIDGE-FREEZER UNITS MAINTENANCE	15		
32	`9825T05071880	REPAIR	15		
33	`9825T05086703	MILLIPORE WATER SYSTEM MAINTENANCE	3		
34	`9825T05060151	REPAIR	3		
35	`9825T05088008	LABOUR RATE/HOUR			
36	`9825T05088009	CALL OUT RATE			

- Required by: **SAPS Forensic Services**
- At: **GAUTENG FORENSIC LABS AS PER ADDRESS LIST IN SPECIFICATION**
- Brand and model
- Brand and model
- Does the offer comply with the specification(s)? ***YES/NO**
- If not to specification, indicate deviation(s)
- Period required for delivery
- *Delivery: Firm/not firm**
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.
 ** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

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SBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder..... Bid number **19/1/9/32TD(23)**
Closing Time 11:00 Closing date: **2024-01-18**

OFFER TO BE VALID FOR **90** DAYS FROM THE CLOSING DATE OF BID.

Item Nr	ICN NUMBER	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)	COUNTRY OF MANUFACTURE
1	`9825T05071882	GILSON PIPETTES CALIBRATION(LOT A)	9		
2	`9825T05071884	REPAIR	9		
3	`9825T05071904	BIOLOGICAL SAFETY CABINET (GENERAL) MAINTENANCE	1		
4	`9825T05071906	REPAIR	1		
5	`9825T05071907	FORENSIC EVIDENCE CABINET MAINTENANCE	5		
6	`9825T05071909	REPAIR	5		
7	9825T05071910	FUME HOOD MAINTENANCE	3		
8	9825T05071912`	REPAIR	3		
9	`825T05086703	MILLIPORE WATER SYSTEM MAINTENANCE	1		
10	`9825T05060151	REPAIR	1		
11	`9825T05088008	LABOUR RATE/HOUR			
12	`9825T05060151	CALL OUT FEE			

- Required by: **SAPS Forensic Services**
- At: **KWAZULU NATAL FORENSIC LABS AS PER ADDRESS LIST IN SPECIFICATION**
- Brand and model
- Brand and model
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.
 ** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

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

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

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

Name of bidder.....	Bid number 19/1/9/32TD(23)
Closing Time 11:00	Closing date: 2024-01-18

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

Item Nr	ICN NUMBER	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)	COUNTRY OF MANUFACTURE
1	`9825T05071882	GILSON PIPETTES CALIBRATION(LOT A)	9		
2	`9825T05071884	REPAIR	9		
3	`9825T05071907	FORENSIC EVIDENCE CABINET (GENERAL) MAINTENANCE	8		
4	`9825T05071909	REPAIR	8		
5	`9825T05088008	LABOUR RATE/HOUR			
6	`9825T05060151	CALL OUT FEE			

- Required by: **SAPS Forensic Services**
- At: **EASTERN CAPE FORENSIC LABS AS PER ADDRESS LIST IN SPECIFICATION**
- Brand and model
- Brand and model
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)

- Period required for delivery
*Delivery: Firm/not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.
 ** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder..... Bid number **19/1/9/32TD(23)**

Closing Time 11:00

Closing date: **2024-01-18**

OFFER TO BE VALID FOR **90** DAYS FROM THE CLOSING DATE OF BID.

Item Nr	ICN NUMBER	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)	COUNTRY OF MANUFACTURE
1	`9825T05088923	CAPP PIPETTES CALIBRATION	150		
2	`9825T05088924	REPAIR	150		
3	`9825T05086692	EPPENDORF CENTRIFUGES MAINTENANCE	17		
4	`9825T05086692	EPPENDORF CENTRIFUGES MAINTENANCE	17		
5	`9825T05086503	REPAIR	17		
6	`9825T05086697	HETTICH CENTRIFUGES MAINTENANCE	6		
7	`9825T05086505	REPAIR	6		
8	`9825T05086701	SIGMA 1-14 CENTRIFUGES MAINTENANCE	4		

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9	`9825T05086506	REPAIR	4		
10	`9825T05086709	EPPENDORF THERMOSHAKERS MAINTENANCE	20		
11	`9825T05086508	REPAIR	20		
12	`9825T05071889	SEQUENCING DETECTION SYSTEM (7500) MAINTENANCE	4		
13	`9825T05071891	REPAIR	4		
14	`9825T05071892	GENE AMP CYCLER (9700) MAINTENANCE	12		
15	`9825T05071894	REPAIR	12		
16	9825T05071898	GENETIC ANALYZER (3500XL) MAINTENANCE	4		
17	9825T05071900	REPAIR	4		
18	`9825T05086711	BIOLOGICAL SAFETY CABINET (TISSUE) MAINTENANCE	1		

		REPAIR			
19	`9825T05086713		1		
20	`9825T05071904	BIOLOGICAL SAFETY CABINET (GENERAL) MAINTENANCE	4		
21	`9825T05071906	REPAIR	4		
22	`9825T05071907	FORENSIC EVIDENCE CABINET (GENERAL) MAINTENANCE	7		
23	`9825T05071909	REPAIR	7		
24	`9825T05071910	FUME HOOD MAINTENANCE	3		
25	`9825T05071912	REPAIR	3		
26	`9825T05071913	LAMINAR FLOW CABINET MAINTENANCE	4		
27	`9825T05071915	REPAIR	4		
28	`9825T05051583	MINUS 40 LABORATORY FRIDGES MAINTENANCE	3		

29	`9825T05051585	REPAIR	3		
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		CLIMAS LABORATORY FRIDGES MAINTENANCE			
30	`9825T05071923		3		
31	`9825T05071924	REPAIR	3		
32	9825T05071927	CLIMAS LABORATORY FREEZERS MAINTENANCE	3		
33	9825T05071928	REPAIR	3		
34	`9825T05071879	ESCO LABORATORY FRIDGES MAINTENANCE	2		
35	`9825T05071880	REPAIR	2		
36	`9825T05086703	MILLIPORE WATER SYSTEM MAINTENANCE	5		
37	9825T05060151	REPAIR	5		
38	9825T05088008	LABOUR RATE/ HOUR			
39	`9825T05088009	CALL OUT FEE			

- Required by: **SAPS Forensic Services**
- At: **WESTERN CAPE FORENSIC LABS AS PER ADDRESS LIST IN SPECIFICATION**

- Brand and model

Brand and model

- Does the offer comply with the specification(s)? ***YES/NO**
- If not to specification, indicate deviation(s)
- Period required for delivery
***Delivery: Firm/not firm**
- Delivery basis

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

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

*Delete if not applicable

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

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.

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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.

SBD4

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

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

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

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

.....
Signature Date

.....
Position Name of bidder

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1 PILLARS OF THE PROGRAMME

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

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

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

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

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

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

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

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;

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

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

Bid number Closing date:.....

Name of bidder.....

Postal address

.....

Signature..... Name (in print).....

Date.....

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
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

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

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.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	



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DEVIATION SHEET: Bid 19/1/9/1/ 32 TD (23)

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:

Reason:

Offered:

Specification paragraph

Reason:



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DEVIATION SHEET: Bid 19/1/9/1/ 32 TD (23)

Offered:

Specification paragraph

Reason:

Offered:



60

DEVIATION SHEET: Bid 19/1/9/1/ 32 TD (23)

Specification paragraph

Reason:

Offered:
