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DEPARTMENT: SOUTH AFRICAN POLICE SERVICE

REPUBLIC OF SOUTH AFRICA

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

The Manager

Reference no: 19/1/9/1/48 TT (24)

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
DR MI FANI

Date

2019/05/08

PLEASE NOTE

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BID NO: 19/1/9/1/48TT (24)

CLOSING TIME: 11:00 ON 2025-06-09

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

PLEASE NOTE AND ADHERE TO SPECIFICATION AND THE SPECIAL REQUIREMENTS AND CONDITIONS OF THE BID, FAILURE TO COMPLY WILL INVALIDATE YOUR OFFER.

NOTED BY THE BIDDER:

.....
SIGNATURE: BIDDER

.....
DATE

NOTICE !!!!! NOTICE!!!!

ALL BID DOCUMENTS MUST BE HANDED IN AND REGISTERED AT
SECURITY OFFICE BY THE PERSON HANDING IN THE DOCUMENT AT 117
CRESSWELL ROAD SILVERTON PRETORIA SCM: ON OR BEFORE 2025-06-

09 @ 11:00

NON COMPULSORY BRIEFING SESSION WILL BE HELD AT 117
CRESSWELL ROAD, PRETORIA DIVISION: SUPPLY CHAIN
MANAGEMENT: OFFICERS HALL ON 2025-05-22 @ 10:00

BY ORDER OF: DIVISIONAL COMMISSIONER: SUPPLY CHAIN
MANAGEMENT

PART A
INVITATION TO BID

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YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN POLICE SERVICE					
BID NUMBER:	19/1/9/1/148TT (24)	CLOSING DATE:	2024-06-09	CLOSING TIME:	11:00
DESCRIPTION	SUPPLY AND DELIVERY OF BOMB DISPOSAL COVERALL TO THE SOUTH AFRICAN POLICE SERVICE FOR A PERIOD OF THREE (03) 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		<input type="checkbox"/> Yes	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes
[TICK APPLICABLE BOX]		<input type="checkbox"/> No			<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]					

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	SOUTH AFRICAN POLICE SERVICE		
CONTACT PERSON	CAPT CARTWRIGHT	CONTACT PERSON	COL. MALEKA / LT COL NYAMA
TELEPHONE NUMBER	012 841 7580	TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	cartwrightb@saps.gov.za mabhidaM@saps.gov.za	E-MAIL ADDRESS	MalekaT@saps.gov.za NyamaM@saps.gov.za

PART B TERMS AND CONDITIONS FOR BIDDING

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1. BID SUBMISSION:	
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED DATE AND TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. THE BID BOX IS GENERALLY OPEN 24 HOURS A DAY, 7 DAYS A WEEK.</p> <p>1.3. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED).</p> <p>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.</p> <p>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.</p> <p>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.</p>	
2. TAX COMPLIANCE REQUIREMENTS	
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>	
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
<p>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.</p>	

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

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SUPPLIER TO COMPLETE		
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		
Supplier Number in POLFIN		

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

C. CHECKLIST OF DOCUMENTS		CROSS REFERENCE	YES	NO	N/A
1.	Copy of Business entity's Registration Documents: i.e. CK2 form <ul style="list-style-type: none"> 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			



SPECIAL CONDITIONS OF CONTRACT

BID NUMBER: 19/1/9/1/48TT (24)

**SUPPLY AND DELIVERY OF BOMB DISPOSAL COVERALLS: FOR A
PERIOD OF THREE (03) YEARS: DIVISION DETECTIVE AND
FORENSIC SERVICES**

CLOSING DATE AND TIME OF BID: 2025-06-09 @ 11:00

BID VALIDITY PERIOD: 90 DAYS

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Regulatory certificates ICASA, certificate of compliance tip certificates, MIB certificates, asset membership IATA licences, Certificate of analysis, registration with HPCSA, OHS certificates, valid permits for , ICASA (vehicles) must be submitted together with the bid on the closing date and time of the bid.	9
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1. ABBREVIATIONS

BAC: Bid Adjudication Committee

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

**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		
5	Special Conditions of Contract		
6	General Conditions of Contract		
7	Test reports and COC's (if applicable)		
8	Capability Report (if applicable)		
9	Mandatory documents (if applicable)		



3. SCOPE

The South African Police Service requires prospective suppliers to submit bids for supply and delivery of bomb disposal coveralls for a period of three (03) years: Division Detective and Forensic Services

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

4.2.1 A non-compulsory briefing session will be held as follows:

Venue: Divisional Commissioner: Supply Chain Management

Date: 22 May 2025 and Time : 10:00

4.3 EVALUATION CRITERIA

The evaluation process will be conducted in phases as follows:

Phase 1	Phase 2	Phase 3	Phase 4
Administrative and Mandatory Bid Requirements	Technical Compliance / Specification	Price and Specific goals	Due Diligence
Compliance with Mandatory and Administrative Bid requirements. SBD forms must be completed and signed.	Compliance to technical requirements SAPS specification. 2127 V 06 November 2023	Bids evaluated in terms of the 80/20 preference system	Compliance with requirements as stipulated



4.3.1 PHASE 1: AUTHORISATION DECLARATION LETTER ADMINISTRATIVE AND MANDATORY REQUIREMENTS

4.3.1.1 AUTHORISATION DECLARATION LETTER

Any bidder who is not the actual service provider and will be sourcing goods or services from third (3rd) party must submit an unconditional letter from the company(ies) or supplier(s) confirming firm supply arrangement(s) in this regard, which has to accompany the bid at the closing date and time of bid. The third (3rd) party must:

- Confirm that it has familiarised itself with the bid requirements, understands and has familiarised themselves with the content of specifications **2127 V 06 November 2023** and all the bid conditions.
- If the bid consist of more than one item/services, it should be clearly indicated in respect of which item(s) / services the supportive letter has been issued.
- It must be indicated in the above-mentioned letter that firm supply arrangements have been made and all financial arrangements with regard to payment between the prospective bidder and third (3rd) party, company or supplier issuing such a letter has been finalized and terms and conditions mutually agreed upon.
- (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.

4.3.2 ADMINISTRATIVE 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 the Administrative requirements.

Bidders who fail to comply with any of the administrative requirements may be disqualified.

ADMINISTRATIVE DOCUMENTS - NAME OF THE DOCUMENT THAT MUST BE SUBMITTED	
Invitation to Bid – SBD 1	YES – Please complete and sign the supplied form
Declaration of Interest – SBD 4	YES – Please complete and sign the supplied form.
Preference Point Claim Form SBD 6.1	YES – Generally, non-submission will lead to a zero score preference points.
Special Conditions of Contract	YES - 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.



Authorisation Declaration Letter from a third (3 rd) party	<p>YES - Any bidder that is not the actual manufacturer and will be sourcing goods or services from another company must submit an unconditional letter from the company(ies) or supplier(s) confirming firm supply arrangement(s) in this regard, which has to accompany the bid at the closing date and time of the bid. The said company or supplier must:</p> <ul style="list-style-type: none"> • 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 abovementioned letter that firm supply arrangements have been made and all financial arrangements with regards 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. (see annexure "B" for pro-forma to be completed and submitted with the bid document)
Central Supplier Database registration	YES – Please submit CSD report to prove registration and preference points.
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.
CSD registration	YES – Please submit CSD registration number or CSD report to prove registration
General Conditions of Contract	NO – Bidders <u>must only familiarise</u> themselves with the content of the document

4.3.3 MANDATORY REQUIREMENTS:

4.3.3.1 REQUIRED DOCUMENTS:

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

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

Pricing Schedule	YES – Bidders must complete the pricing schedule SBD 3.1 in full
Specification 2127 V 06 November 2023	YES – The bidders must indicate " Comply " or " Do Not Comply " – Failure to do so will be interpreted as "Do Not Comply"

4.3.3.2 SHORT LISTED BIDDERS



Only the short listed bidders who's responses were evaluated based on the documents submitted will be inform to submit the following on a date and time to be submitted:

Capability Report	YES – The bidder must submit a capability report that was issued by an SANAS or by any other recognised SANAS accredited testing institution, which states and confirms that the bidder or the third (3 rd) party / manufacturer has the capability to manufacture, supply and deliver the required commodities. <u>The capability report must not be older than 12 months</u>
Test Report/Certificates	YES – Short listed bidders will be required to submit a valid detailed test report and the relevant required Certificates on the bomb disposal coverall in accordance to SAPS specification 2127 V 06 November 2023, <u>the test report and required certificates must not be older than 12 months.</u> <u>*(Note that samples and test reports will only be requested from shortlisted bidders)</u>
Samples	A Sample of the item on offer will be requested from the shortlisted bidders to be delivered at Division: Supply Chain Management: Bid Management: Attention Lt Col Makubo, 117 Cresswell Street, Silverton. Failure to submit the required samples will lead to disqualification of the Bid. The samples must be clearly marked with the Bid number and bidder's company name.

Once a bid has complied with the criteria in phase 1, it would further be evaluated on phase 2: Technical Compliance.

4.4 PHASE 2: TECHNICAL COMPLIANCE / SAMPLES / TEST REPORTS

This phase entails the evaluation of bids for technical compliance.

South African National Standards and/or Private Specifications

- a) Items must comply with standards and/or South African Police Service Specification **2127 V 06 November 2023** included in the bid document.
- b) 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.

4.5 SAMPLE EVALUATION

A Sample of the item on offer will be requested from the shortlisted bidders to Division: Supply Chain Management, 117 Cresswell Street, Silverton. Failure to submit the required samples will lead to disqualification of the Bid. The samples must be clearly marked with the Bid number and bidder's company name.

4.6 PHASE 3: PREFERENCE POINT SYSTEM AND PRICE

i. 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) - Specific goals (maximum 20 points)

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{\min} = Price of lowest acceptable tender

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

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



Persons historically disadvantaged by unfair discrimination on the basis of disability with at least 51% ownership	5 points
--	----------

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

5. PHASE 4: 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 unannounced site visits.

***NB Bidders will be required to clarify certain information and conduct a demonstration by answering questions which will be submitted to the shortlisted bidders**

Only short listed Bidders will be informed regarding due diligence to be conducted, on the date and time to be provided and will be requested to provide documentation, clarify certain information.



6 REGULATORY CERTIFICATES

(only Regularity certificates which are applicable to the bid as referred in the **SAPS specification 2127 V 06 November 2023** are required)

(Failure to submit the required certificates **will** invalidate your bid)

7. 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.

8. 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.

9. OTHER LEGISLATIVE AND REGULATORY REQUIREMENTS SPECIFIC TO THIS BID

9.1 CAPABILITY REPORT

Only short listed Bidders will be requested to submit a valid manufacturing capability report.

The full capability report must be issued by an organisation accredited or recognised by SANAS. The capability report must indicate whether the bidder/manufacturer has the capability and capacity to manufacture the product(s).

The capability report must not be older than twelve (12) months.

10. 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 or sub-contractors whose tax matters are not in order.

11. FORMAT AND SUBMISSION OF BIDS

In order to simplify the evaluation process, Bidders are required to submit their bids in the following manner:

SECTION	REQUIRED DOCUMENTS
Section 1	Standard bidding documents (SBD 1, SBD 3.1, SBD 4, SBD5, SBD 6.1 and CSD report
Section 2	Authorisation Declaration and item list
Section 3	Test reports (if applicable)/ certificates
Section 4	Any other information (e.g. Company profile, Local economic development submission etc.)

12. 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.

13. 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.

14. 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.

15. COMMUNICATION

SAPS: Procurement and Contract Management 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.

No enquiries will be addressed seven (7) days prior to the closing date and time of the bid.

16. CONTACT DETAILS

ENQUIRIES

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

No enquiries will be addressed seven (7) days prior to the closing date and time of the bid.



Procurement Management MGP & Services

Address : 117 Cresswell Street, Weavind Park, Pretoria.

E-mail: Colonel Maleka: MalekaTN@saps.gov.za / Lt Colonel Muthelo: MutheloW@saps.gov.za

17. **SECTION B**

17.1 **CONTRACT PERIOD**

The contract period shall be for a period of three (3) years.

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;
- 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
- 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.

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.

17.6.2 QUANTITIES

Quantities cannot be guaranteed.

17.7 PRE-PRODUCTION SAMPLES

17.7.1 The awarded bidder will be required to submit three (3) pre-production samples upon receiving an official order form or before commencing with the production of items. The three (3) pre-production samples will be submitted to an independent and accredited testing facility for the account of the South African Police Services (SAPS), any sample submitted which fails as a result of testing will be rejected from commencing with mass production.

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: -SmitJ3@saps.gov.za.

18.2 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.

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

18.3 POST-AWARD PRODUCT COMPLIANCE PROCEDURES

The following post-award product compliance procedures will apply:

18.3.1 QUALITY ADHERANCE

Bidder's attention is drawn to paragraph 8 of the General Conditions of Contract regarding inspection, tests and analysis.

If the delivered supplies are not in accordance with the contract requirements, the cost of inspections, tests and analysis done by an independent testing facility shall be paid by the contractor.

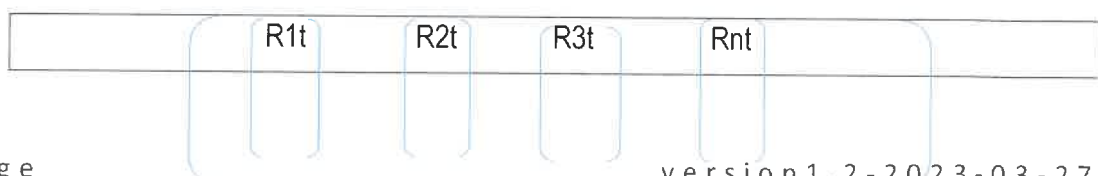
18.4 CONTRACT PRICE ADJUSTMENT

18.4.1 Formula

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

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

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





$Pa = (1-V) Pt (D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + Dn \frac{Rnt}{Rno} + VP1)$		
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.
VPt	=	15% (or 0.15) of the original bid price. This portion of the bid price 'remains fixed, i.e. it is not subject to price adjustment.

18.5 FORMULA COMPONENT DEFINITIONS

18.5.1 Adjustable amount

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

18.5.2 Fixed portion

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

18.5.3 Cost components and proportions



- a) 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.
- b) 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.
- b) In a case where the same cost components are applicable to all items offered please fill out the Cost components table below, 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	
D4 - Transport	
D5 – Housing and utilities	
D6 – Other	
TOTAL (Cost components must add up to 100%)	100 %

18.5.4 Applicable indices / references

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

Cost component	Index Publication	Index Reference
----------------	-------------------	-----------------



D1 – Imported Raw Material / Finished product (if applicable)	Supplier / Manufacturer invoice(s) and remittance	Documentary evidence to accompany claim.
D2 - Local Raw Material / Finished product (if applicable)	STATS SA P0142.1 (PPI) Table 1	Textiles, clothing and Footwear – Clothing OR Documentary evidence to accompany claim
D3 - Labour	STATS SA P0141 (CPI), Table E OR Labour agreement 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

18.5.5 Base Index Date

The base index date applicable to the formula is defined as the date at which the price adjustment starts. In this bid the base index date is 2025-02-28

18.5.6 End Index Date

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

18.5.7 Price Adjustment Periods

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

Adjustment	CPA application to reach the office at the following dates	End Index Date	Dates from which adjusted prices will become effective
------------	--	----------------	--



Adjustment (after 12 months)	After One year of signing the contract		Date of application of adjustment after approval was obtained
Adjustment (after 24 months)	After two years 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.

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

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

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

In the event where the RoE adjustment goes hand in hand with a material/product price increase, the material/product price (in foreign currency) will be converted to South African currency using the base rate. The imported cost component (D1) will be adjusted together with all the other cost components. Rate(s) of exchange to be used in this bid in the conversion of the bid price of the item(s) to South African currency is indicated in the table below.

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, using the Reserve Bank published rates for the specific currency. Visit www.reservebank.co.za to obtain the relevant rates.

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:
1 st Adjustment (after 12 months)	Date to Date
2 nd Adjustment (after 12 months)	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. PACKAGING

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

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.

NAME OF BIDDER:

NAME OF CONTACT PERSON:

CAPACITY:

SIGNATURE: DATE:

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder.....	Bid number 19/1/9/1/48TT (24)
Closing Time 11:00	Closing date: 2025-06-09

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

Item No.	ICN	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)	COUNTRY OF MANUFACTURE
1.	8415T05048695	COVERALL, BOMB DISPOSAL UNIT, SHORT	1		
2.	8415T05048696	COVERALL, BOMB DISPOSAL UNIT, MEDIUM	1		
3.	8415T05048697	COVERALL, BOMB DISPOSAL UNIT, LONG	1		
4.	8470T05052679	COVERALL, BOMB DISPOSAL UNIT, CUSTOM MADE SPECIAL SIZES AS PER INDIVIDUAL ORDER	1		

- Required by: **EXPLOSIVE SECTION**

- At: **BOMB DISPOSAL MANAGEMENT ADDRESS IN SPECIFICATION**

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.

SBD4

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

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

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

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:



South African Police Service

Annexure B

AUTHORIZATION DECLARATION

NAME OF THE BIDDER: _____

BID NUMBER: _____

DESCRIPTION: _____

CLOSING DATE: _____

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

YES	NO
-----	----

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

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

The bidder hereby declares the following:-

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

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

Signed at _____ on the _____ day of _____ 20_____

Signature _____ Full name _____

Designation _____

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,

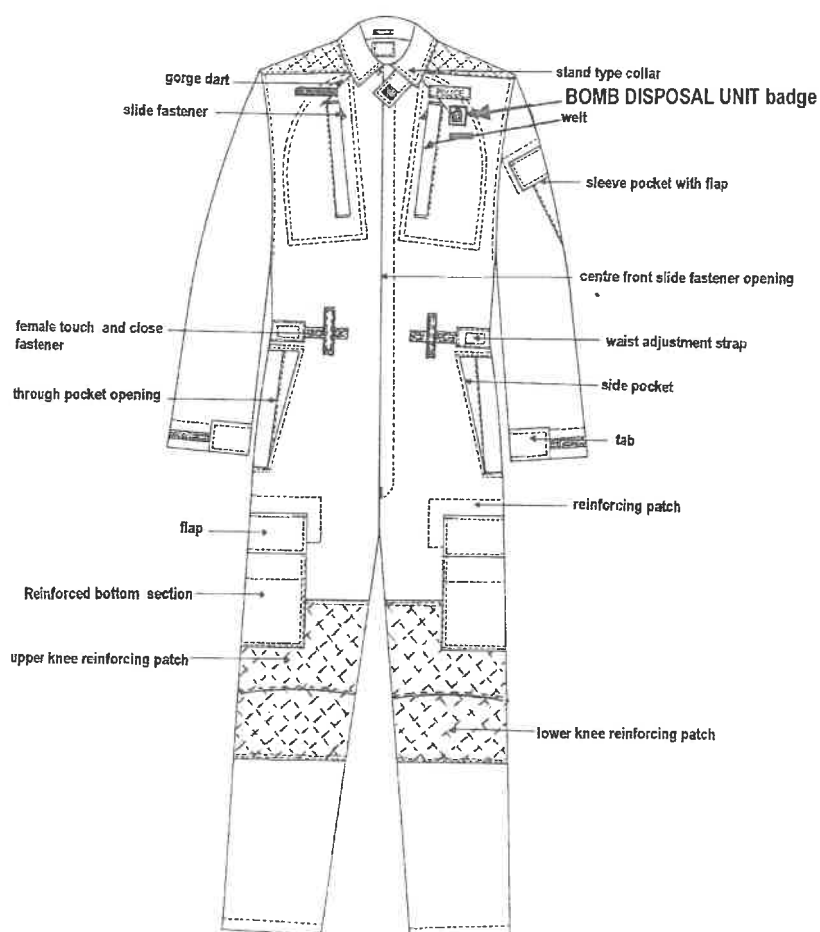
Signature of Third Party

Date: _____

PRODUCT SPECIFICATION



South African Police Service COVERALLS



SAPS 2127

Version 06/November 2023

1. Scope

This specification covers the material, cut and make of coveralls for the personnel of the Bomb Disposal Unit of the South African Police Service.

NOTE 1: Attention is drawn to the Compulsory Compliance Declaration as given in Annexure C. The bidder must indicate in writing with a **COMPLY** for compliance with the requirements and a **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** and will result in the disqualification of the bid.

NOTE 2: Attention is drawn to Annexure A, clause A-7 regarding taking measurements of the members for the coverall which the supplier should conduct around the 9 provinces.

2. Definitions

For this specification the definitions given in SANS 10371 "Terms and definitions for clothing" and the following shall apply:

acceptable: acceptable to the South African Police Service.

nominal: subject to the tolerances normal to good manufacturing practice.

SANS: South African National Standard.

SAPS: South African Police Service.

3. Style

- ♦ front slide fastener opening
 - covered with a fly
- ♦ stand type collar
- ♦ long sleeves with adjustable cuffs
- ♦ left sleeve pocket with flap
- ♦ two side pockets with through openings
- ♦ two welt breast pockets
- ♦ embroidery "POLICE" on left chest front
- ♦ BOMB DISPOSAL UNIT badge on the left chest front
- ♦ touch and close fastener (appropriate male or female section) patch on the right chest front (to attach name-tag)
- ♦ two thigh pockets with flaps
- ♦ inside leg openings with gussets
- ♦ outer reinforcing patches
 - seat, knee, shoulder and elbow areas
 - elbow and knee areas shall have wadding
 - shoulder, elbow and knee areas shall have diamond stitching detail
- ♦ back emergency strap

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- ◆ embroidered patch across the back
- ◆ waist suppression darts on back
- ◆ adjustable waist straps
- ◆ have five waist belt loops

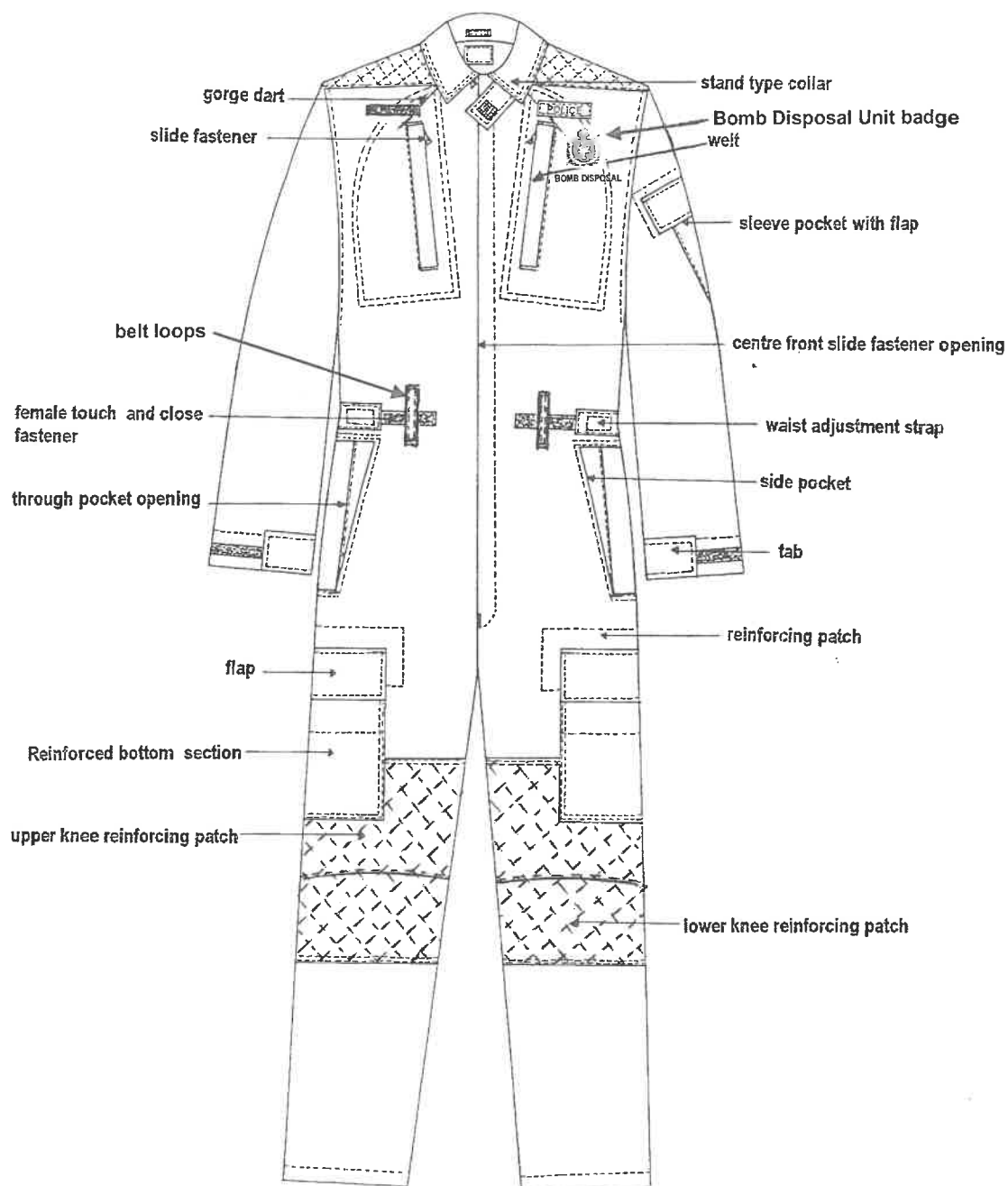


Figure 1 - FRONT

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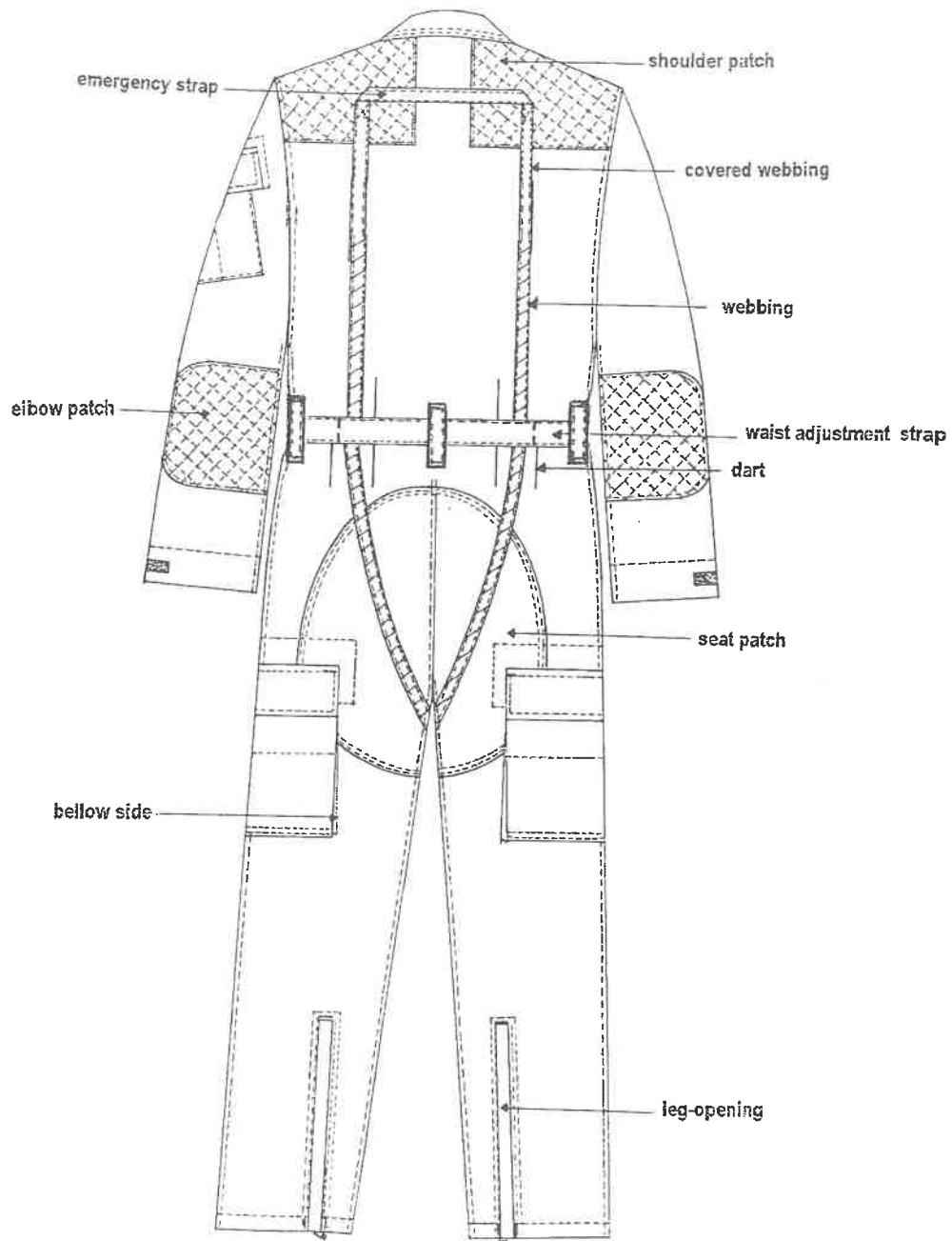


Figure 2 – BACK

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4. Materials - General

No materials will be supplied by the South African Police Service (unless otherwise specified in the order or contract)

A trim chart containing a sample of each component material (as given in 5 and 6) must accompany the pre-production samples.

5. Outer material

The outer material to:

- ♦ comply with the requirements given in Table 1
- ♦ colour that is an acceptable match to colour No. 2117c - 99 "SAPS blue (Flame resistant)" of CKS 129 "Colours for textiles"

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Table 1 - Requirements for outer material

1	2	3
Property	Requirements	Method of test
Fibre composition	Defender M	SANS 1833
Yarn	Ring spun	Visual examination
Weave	2/1 Twill	Visual examination
Mass per unit area, g/m ² , min.	203	SANS 79
Tensile strength, N, min.		SANS 13934-1
Warp	100	
Weft	60	
Dimensional changes after washing, %, max.		SANS 960
Warp	3	
Weft	3	
Vertical flame		ASTM D6413
After flame, secs	2	
Char length, mm	101	
Melting or dripping	No	
Vertical wicking, cm at 15mins, min.		DuPont method
Warp and weft	10	
Drop absorption, secs, max.	5	AATCC 79
The permissible number of defects		
LAQ for a piece	LAQ for a lot	
12	10	

6. Component materials

6.1 Interlining

- ◆ which complies with the requirements of SANS 1254 "Fusible interlining"
- ◆ fusible woven or non-woven interlining
- ◆ suitable for use in garments which may be washed or dry-cleaned
- ◆ shall have an appropriate mass with a soft handle and flexibility for maximum comfort

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The selection of interlining of appropriate type and mass per unit area to be determined by consultation with the supplier of the interlining. Correlation tests for bond strength between the suppliers of the interlining and the garment manufacturer are necessary to obtain an acceptable level of bond strength on the flame retardant treated outer material.

6.2 Slide fasteners

- ♦ must have metal elements
- ♦ front edge
 - two-way closed-end
- ♦ leg fasteners
 - one-way closed-end
 - of finished length 29 cm
- ♦ pocket fasteners
 - one-way closed-end
 - of finished length 17 cm
- ♦ to comply with requirements for performance class C fasteners of SANS 1822 "Slide fasteners"
- ♦ colour that is an acceptable match to colour No. 2117c - 99 "SAPS blue (Flame resistant)" of CKS 129 "Colours for textiles"

6.3 Touch and close fasteners

- ♦ to comply with the requirements of SANS 1823 "Touch and close fasteners"
- ♦ colour to be an acceptable match to the colour of the outer material

6.4 Embroidery thread

- ♦ 100% viscose embroidery thread
- ♦ colour to be an acceptable match to colour No. 866c - 01 "Old gold thread" of CKS 129 "Colours for textiles"

6.5 Binding tape

- ♦ woven binding
- ♦ pre-washed
- ♦ nominal width 8 mm
- ♦ colour to be an acceptable match to the colour of the outer material

6.6 Webbing

- ♦ an acceptable webbing
- ♦ to comply with the requirements of table 2
- ♦ nominal width 25 mm
- ♦ colour to be black

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Table 2 - Webbing requirements

Property	Requirement	Test method
Composition	100% continuous filament nylon	AATCC method 20
Width, mm		SANS 5488
Min.	24	
Max.	26	
Mass per unit length, g/100 m, min	1800	SANS 5330
Breaking strength ¹⁾ , kN, min.	5,0	SANS 13934-1
Thickness, mm, min.	1,2	SANS 85
Colour fastness to:		SANS 105-B02
Light, rating, min.	5-6	
Washing, rating, min.		SANS 105-C03
Change in colour	4	
Staining of transfer cloths	4	
Rubbing, rating, min.		SANS 105-X12
Wet.....	4	
Dry.....	4	

¹⁾ Test 6 specimens, each of length about 380 mm, and of full width.

6.7 Wadding

- ♦ an acceptable polyester wadding
- ♦ of nominal mass per unit area 65 g/m²

6.8 Threads

- ♦ to comply with relevant requirements of SANS 1362 "Sewing threads"
- ♦ colour to be an acceptable match to colour of the outer material

sewing thread:

- ♦ polyester-and-cotton core-spun or staple polyester thread
- ♦ ticket No. 80

overlocking thread:

- ♦ crimp-textured polyester
- ♦ ticket No. 140

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7. Workmanship

The coveralls must be:

- ◆ cut and made with first-class workmanship throughout
- ◆ of uniform and acceptable make, colour and finish

Must be free from:

- ◆ defects that affect their appearance or may affect their serviceability (or both)
- ◆ marks
- ◆ spots
- ◆ stains, incurred in the making-up

Seams and stitches must be:

- ◆ all stitching must be doubled stitched
- ◆ smooth and uniform
- ◆ free from twists, pleats and puckers
- ◆ All seams must be double stitched
- ◆ sufficiently extensible to avoid seam cracking and undue shrinkage in use

Ends of the sewing must be:

- ◆ trimmed and loose threads removed
- ◆ back-tacked if unsecured

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8. Sizes

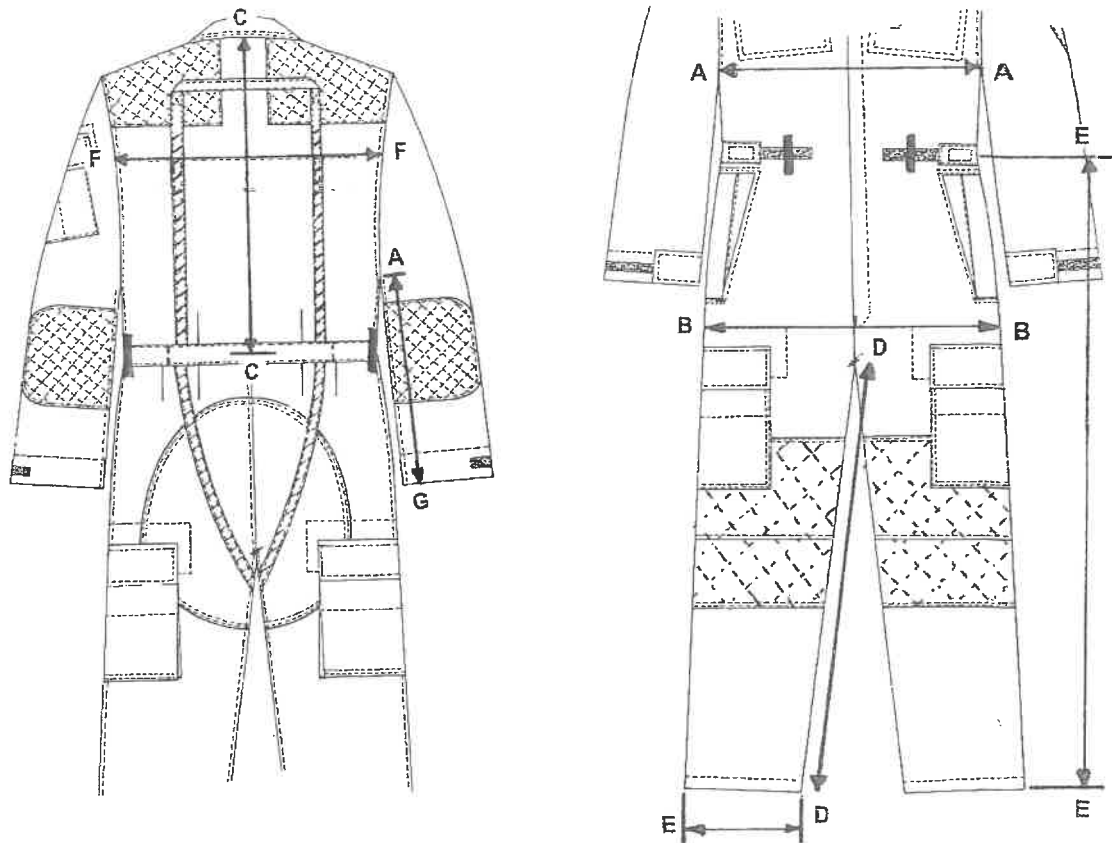


Figure 3 – Measuring points

Table 3 – Measuring points

MEASURING POINT		DESCRIPTION
A - A	Chest circumference	Measure at the base of the scye, with garment spread completely flat, and multiply by two.
B - B	Seat circumference	Measure at seat level (widest point) and multiply by two.
C - C	Back neck to waist	Measure from the collar seam at centre back to the waist position.
D - D	Inside leg length	Measure from the crotch seam to the bottom edge of the leg
E - E	Outside leg length	Measure from the waist position to the bottom edge of the leg.
F - F	Back width	Measure across the width of the back, at the midpoint of the scye, from sleeve seam to sleeve seam
A - G	Sleeve length	Measure along the underarm seam from the base of the scye to the edge of the sleeve.
D - E	Width of bottoms	Measure across the width, with closed slide fasteners, at the bottom edge of the leg, and multiply by two.

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Table 4 - size ranges

ICN NUMBER	DESCRIPTION
8415T05048695	COVERALL, BOMB DISPOSAL UNIT, SHORT
8415T05048696	COVERALL, BOMB DISPOSAL UNIT, MEDIUM
8415T05048697	COVERALL, BOMB DISPOSAL UNIT, LARGE
8470T05052679	COVERALL, BOMB DISPOSAL, CUSTOM MADE SPECIAL SIZE
Measurements per member	

9. Make

Illustrations are not to scale and are for guidance only, and unless inconsistent with the text, all measurements are nominal.

9.1 Fronts

Each front must:

- ◆ be cut in two sections
 - upper front section
 - bottom trouser section
- ◆ be such that the knee section must be shaped and stitched to form a cup for comfort when sitting
- ◆ be fastened with a slide fastener
 - concealed with a fly
- ◆ have a slanted breast pocket with a slide fastener
- ◆ have gorge dart of length 11 cm
- ◆ have a female section of touch and close fastener
 - centrally positioned over the waistline, 25 mm from the side seam
 - of width 25 mm and length 15 cm
- ◆ have a slanted side pocket with a through opening
- ◆ have a thigh pocket with a flap
- ◆ have reinforcing patches
- ◆ have an embroidery directly on the garment with embroidery thread
 - the word "POLICE" of length 70 mm and height 20 mm
 - > positioned 10 mm above and in line with the pocket mouth opening
 - have a BOMB DISPOSAL UNIT badge embroidered on the left front
 - > the actual design shall be 50 mm x 50 mm
 - > must be positioned in line with the top edge of the left breast pocket and 20 mm from the back edge
 - > the word BOMB DISPOSAL of length 50 mm and height 6 mm must be embroidered 5 mm below the badge
- ◆ have an appropriate male or female section of touch and close fastener on the right front
 - positioned horizontally 10 mm above and in line with the pocket mouth opening
 - of length 90 mm and width 20 mm
 - Name must be embroidered on right front and must include the RSA flag
 - The names must be embroidered on every coverall.

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POLICE



Figure 4 – EMBROIDERY

9.2 Front opening

Front opening must:

- ◆ have a fly and a fly-catch
 - turned-back from the 20 mm extended centre front edge
 - of finished width 35 mm
 - interlined with interlining
 - raw edge to be overlocked
- ◆ be fitted with a slide fastener (concealed)
- ◆ lap left over right

Fly must:

- ◆ be constructed on the left front
- ◆ extend 20 mm from the centre front, turned-back and fitted with a slide fastener
 - stitched 20 mm from the front edge
- ◆ extend from the gorge seam to seat level on size RS 87 (64 cm)
 - graded proportionally on the smaller and larger sizes
- ◆ vertically bar-tacked at the bottom edge

Fly-catch must:

- ◆ be constructed on the right front
- ◆ extend 20 mm from the collar edge and fitted with a slide fastener
 - stitched 20 mm from the front edge
- ◆ extend 20 mm beyond the bar-tack at the bottom edge

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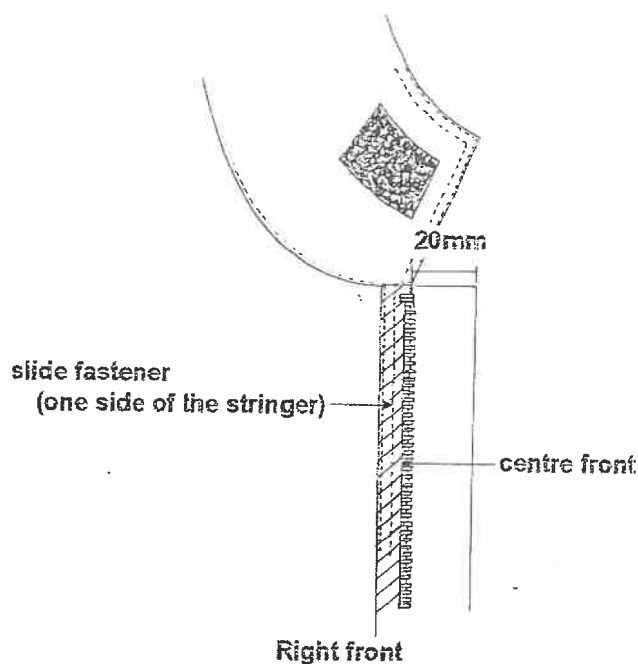


Figure 5 – Front opening

9.3 Inner reinforcing patches

Reinforcing patch must:

- ◆ be of outer material
- ◆ be positioned at the back of all pockets that have flaps
- ◆ form a base where the pocket flap and pocket mouth are attached
- ◆ be parallel to the top edges of the pocket flaps

A) Sleeve patch must:

- ◆ be of finished width 11,5 cm
- ◆ be of finished depth 95 mm
- ◆ have a female section of touch and close fastener
 - of finished width and length 20 mm and 40 mm respectively
 - shall be sewn in corresponding position to that of the male fastener on the flap

B) Thigh pocket patch must:

- ◆ be of finished width 24 cm
- ◆ be of finished depth 60 mm
- ◆ be centrally positioned over the side seam

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9.4 Outer reinforcing patches

Knee patches must:

- ♦ be of outer material
- ♦ consist of two sections
 - an upper knee section
 - > of finished height 21 cm
 - > be turned in 10 mm at the top edge
 - > top-stitched 2 mm and 8 mm from the turned in edge
 - an lower knee section
 - > of finished depth 13 cm
 - > be turned in 10 mm at the bottom edge
 - > top-stitched 2 mm and 8 mm from the turned in edge
- ♦ be carried into the side seams and inside leg seams
- ♦ be seamed (not bounded) together at the knee with a 7 mm top-stitching
- ♦ be fully interlined with wadding for comfort
- ♦ have a quilted stitching detail (35 mm by 35 mm diamond shaped design)

Elbow patch must:

- ♦ be of outer material
- ♦ be of finished length 23 cm with top two rounded corners
- ♦ be of finished width to fit the back sleeve from the underarm seam to the overarm
- ♦ be interlined with wadding for comfort
- ♦ be positioned parallel 10 cm above the cuff edge on the back sleeve
 - be sewn in with the underarm seam, the rounded corners positioned towards the overarm
- ♦ have a quilted stitching detail (35 mm by 35 mm diamond shaped design)

Seat patch must:

- ♦ be positioned 10 cm below the waist and sewn into the back rise
- ♦ be carried 13 cm below the crutch into the inleg seams
- ♦ be positioned 80 mm from the side seam (measured at the thigh pocket flap)
- ♦ be shaped accordingly to protect the seat area

Shoulder patch must:

- ♦ be of outer material
- ♦ be positioned with the front edge 40 mm from the centre front, positioned horizontally 10 mm below the gorge seam
- ♦ be positioned with the back edge 50 mm from the centre back, positioned horizontally one-third the depth of scye
- ♦ be graded proportionally for smaller and larger sizes
- ♦ be carried into the armhole and neck seams
- ♦ have a quilted stitching detail (35 mm by 35 mm diamond shaped design)
- ♦ Cotton use for stitching must be thicker to ensure better strength and durability of the patched areas

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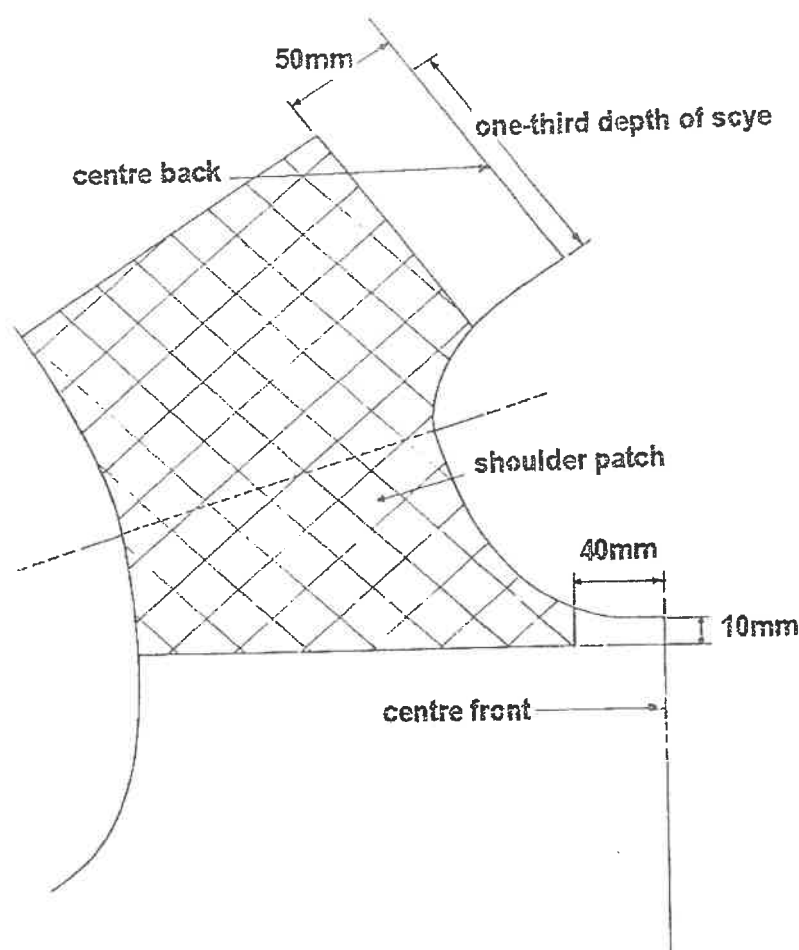


Figure 6 – Shoulder patch

9.5 Pockets

A) Breast pockets must:

- ◆ have a patch on the inside of outer material
- ◆ be bound at the edges
- ◆ have a slanted pocket mouth
- ◆ have a slide fastener opening
- ◆ have a welt covering the slide fastener of finished width 15 mm
- ◆ be positioned
 - with the top corner of the pocket bag being 60 mm from the centre front
 - with the bottom corner of the pocket bag being 30 mm from the centre front
 - with the height from the waistline to the centre base of the pocket as specified in Table 4 (page 19)
- ◆ be of finished width and length 18 cm and 26 cm respectively
 - one side shaped accordingly
- ◆ be top-stitched 2 mm and 8 mm from the pocket patch edges on the outside
- ◆ be bar-tacked at the pocket mouth ends
- ◆ YKK zips must be used on all pockets

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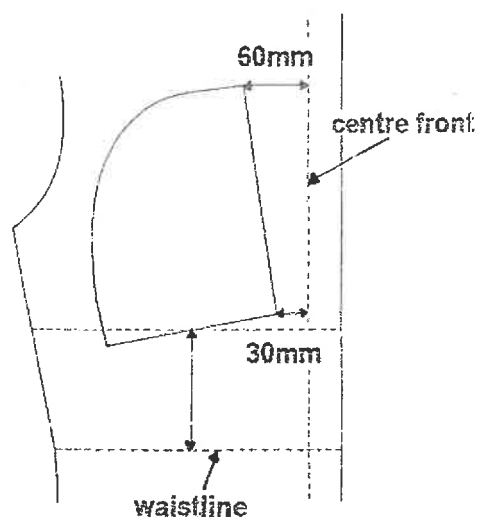


Figure 7 – Breast Pocket Position

Table 5 - Breast pocket position

Waistline to centre base of pocket, cm		
Regular short	Regular Regular	Regular long
9,5	11,5	14,5
10	12	15
10,5	12,5	15,5
11	13	16
11,5	13,5	16,5
12	14	17
12,5	14,5	17,5
13	15	18
13,5	15,5	18,5
14	16	19
14,5	16,5	19,5
15	17	20
15,5	17,5	20,5
16	18	21

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B) Side pockets must:

- ◆ be trouser type
- ◆ have a slanted pocket mouth opening of length 18 cm
- ◆ be positioned
 - with the top edge 45 mm forward of the side seam
 - with the bottom edge 15 mm forward of the side seam
- ◆ have a through opening bearer that forms a fly-catch
 - of double folded outer material
 - interlined with interlining
 - of finished width 60 mm
 - conceals the slide fastener (one side of the stringer) of the through opening
 - > stitched 15 mm from the edge
- ◆ have a pocket bearer attached to the pocket bag
 - of outer material
 - of finished width 60 mm
 - shall form a fly
 - the other side of the stringer of the slide fastener shall be stitched 30 mm from the edge of the pocket bearer on the underside
 - extend to the full length of the pocket mouth opening
- ◆ have pocket bags that are swing type
 - of finished width and depth 19 cm and 17 cm respectively
 - > measured below the lower end of the pocket
- ◆ have the pocket bags, pocket bearer and through opening bearer carried to the waist
- ◆ be top-stitched 2 mm and 8 mm at the top and bottom pocket mouth edges
- ◆ be edge-stitched 8 mm at the slanted section of the pocket mouth
- ◆ be bar-tacked at the bottom end of the pocket mouth

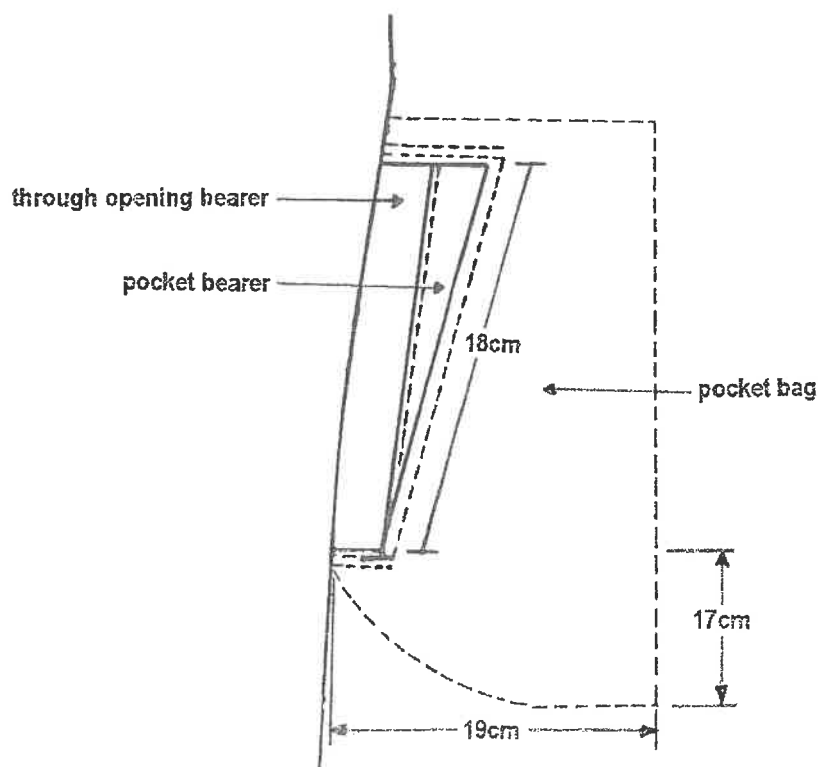


Figure 8 – SIDE POCKET

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C) Sleeve pockets

Pocket must:

- ◆ be a patch pocket with a flap
- ◆ be of finished depth and width 12,5 and 70 mm respectively
- ◆ be centrally positioned on the reinforcing patch on the upper left arm
- ◆ have a vertical stitching at the centre of the pocket to form two compartments
- ◆ be turned in 10 mm and stitched down 2 mm from the bottom and side edges
- ◆ have a pocket hem 10 mm, turned in 5 mm, turned over and stitched at a depth of 10 mm
- ◆ be vertically bar-tacked at both top corners and the centre

Flap must:

- ◆ be of finished width and depth of 10 cm and 85 mm respectively
 - shall be 5 mm edge stitched on the outer edges
- ◆ slant towards the front
 - positioned 10 cm from the sleeve insertion (measured from the shoulder seam)
 - 75 mm below the front sleeve
 - top edge of the flap parallel to the armhole seam
- ◆ be positioned 10 mm below the top edge of the reinforcing
- ◆ be stitched down 55 mm above the pocket mouth opening
 - turned over and stitched down 5 mm from the turned edge
- ◆ have a male section of touch and close fastener
 - of finished width and length 20 mm and 40 mm respectively
 - shall be sewn 5 mm from the edges in a vertical position
 - 15 mm from the bottom edge of the flap, on the flap lining (outer material)
- ◆ be horizontally bar-tacked at both top corners

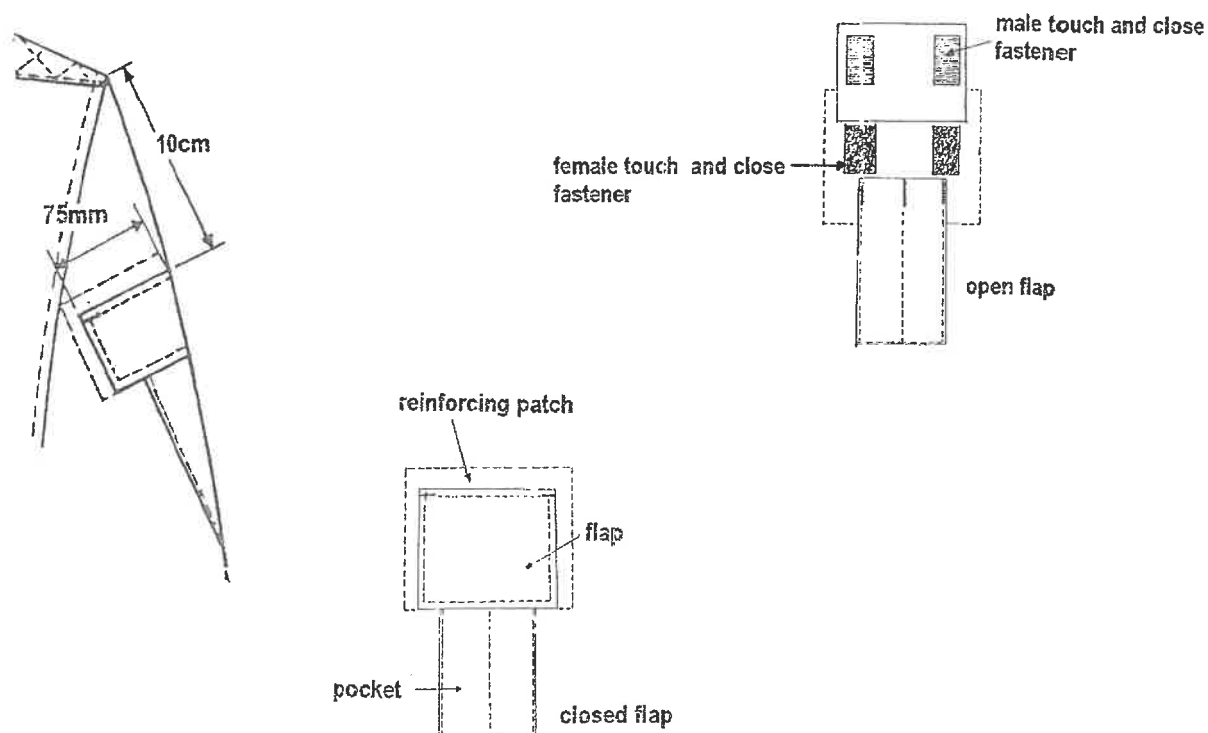


Figure 9 – Sleeve pocket

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D) Thigh pockets

Pocket must:

- ◆ be a bellow type pocket
- ◆ be a patch pocket of outer material
- ◆ be of finished width and depth 20 cm
- ◆ be reinforced at the bottom section
 - consisting of two layers of outer material
 - of finished depth 12 cm
 - along the full width of the pocket
- ◆ have a bellow of depth 50 mm
 - positioned at the back side edge
- ◆ be stitched down 2 mm and 8 mm at the bottom and side edges
- ◆ be bar-tacked at both top corners and centre bellow fold line
- ◆ have a 40 mm hem, turned in 5 mm, turned over and stitched down
- ◆ have a female section of touch and close fastener
 - of finished length and width 17 cm and 25 mm respectively
 - positioned centrally on the edge of the pocket mouth opening

Flap must:

- ◆ be of folded outer material
- ◆ interlined with interlining
- ◆ be of finished width and depth 21 cm and 65 mm respectively
- ◆ be positioned 15 mm from the top edge of the reinforcing patch
- ◆ be stitched 20 mm above the pocket, turned over and stitched 5 mm from the turned over edge
- ◆ be horizontally bar-tacked at both top corners
- ◆ have a male section of touch and close fastener
 - of finished width and length 25 mm and 70 mm respectively
 - positioned centrally, 15 mm above the bottom flap edge on the flap lining (outer material)

9.6 Back

Back must:

- ◆ be cut in two sections
 - a top section and a trouser section
- ◆ have an emergency strap
- ◆ have a seat reinforcing panel
- ◆ have six waist suppression darts
 - each of width and length of 10 mm and 10 cm respectively
 - one dart in each half of the top section and two darts in each half of the trouser section
- ◆ have a waist adjustable strap
- ◆ have a slide fastener opening at the inside leg seam of each bottom section

9.7 Emergency strap

Emergency strap must:

- ◆ be a continuous length of webbing
- ◆ be covered with outer material
- ◆ be folded to form two mitred corners, forming a horizontal and two vertical sections
 - horizontal section:
 - > centrally positioned on the back

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- > positioned 70 mm below the collar seam
- > of finished length 25 cm
- > be backed with a female section of touch and close fastener that extends from one mitred corner to the other
 - of finished width 25 mm
- > the male section of the fastener shall be attached to the back body, from the mitred corner leaving a gap at the centre, in corresponding position of the female fastener
 - of finished width and length 25 mm and 90 mm respectively
 - the touch and close fastener shall be attached with a 2 mm edge-stitching
- vertical section
 - > extending from below the mitred corners
 - > extending to the inside leg seams, 90 mm from the crutch
 - > to be box-tacked below the mitred section
- ◆ be attached to the coverall by means of a 2 mm edge stitching on both edges

9.8 Waist adjustment strap

Waist adjustment strap must:

- ◆ be of folded outer material
- ◆ square corners
- ◆ be of finished width 40 mm
- ◆ be interlined with interlining
- ◆ have edge-stitching 2 mm from the edges
- ◆ be positioned centrally over the waist seam at the back
 - 50 mm from the side seam on the back
 - attached by means of a 2 mm edge stitching
 - have a 16 cm free end
 - vertically bar-tacked at the attached four ends
 - the free end shall extend 11 cm to the front waist (forming the adjustable strap)
- ◆ have a male section of touch and close fastener
 - centrally positioned 15 mm from the free end edge
 - of finished width and length 25 mm and 70 mm respectively

9.9 Inside-leg openings

Inside-leg openings must:

- ◆ be vertically positioned 50 mm from the bottom inside leg hem of the trouser section
 - on the back
- ◆ have a gusset of finished length and width 30 cm and 17 cm respectively
 - bottom hem shall be turned in 5 mm, turned over and stitched down 2 mm from the turned edge to form a hem of finished depth 25 mm
- ◆ have a slide fastener sandwiched between the leg-opening and the gusset
- ◆ have a welt of outer material
 - interlined with interlining
 - square corners
 - of finished width 15 mm
 - sandwiched between the leg-opening and the slide fastener
 - to extend from the top edge of the leg-opening to the bottom hem
 - concealing the slide fastener (one side of the stringer), with the opening facing towards the inside leg seam
- ◆ be edge stitched 2 mm and 8 mm from the edges
- ◆ be vertically bar-tacked at the both bottom ends and horizontally bar-tacked at the top edge

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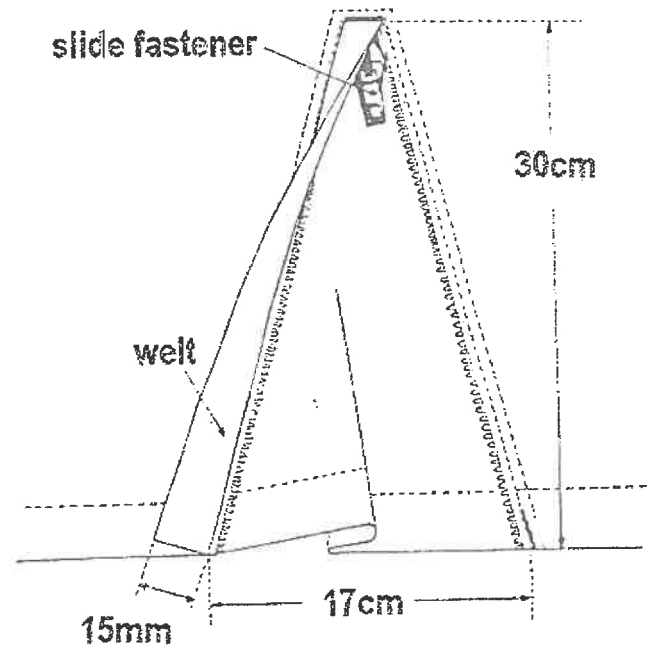


Figure 10 – Leg opening

9.10 Collar

Collar must:

- ♦ be a stand type collar
- ♦ be lined with outer material
- ♦ extend from the left front edge to the right front edge
- ♦ have a finished width of 80 mm at the centre back and 70 mm at the points
- ♦ have double stitching of 2 mm and 8 mm on the free edges
- ♦ have a tab of folded outer material
 - of finished width and depth 45 mm and 75 mm respectively
 - positioned on the left front seam of the collar, 8 mm from the top edge
 - shall have a male section of touch and close fastener
 - > of finished width and length 25 mm and 35 mm respectively
 - > attached to both sides of the tab, in corresponding position to the female fasteners on the collar
 - > positioned centrally 15 mm from the front edge of the tab
- ♦ have a section of female touch and close fastener
 - of finished width and length 25 mm and 35 mm respectively
 - centrally positioned 25 mm from each front edge of the collar

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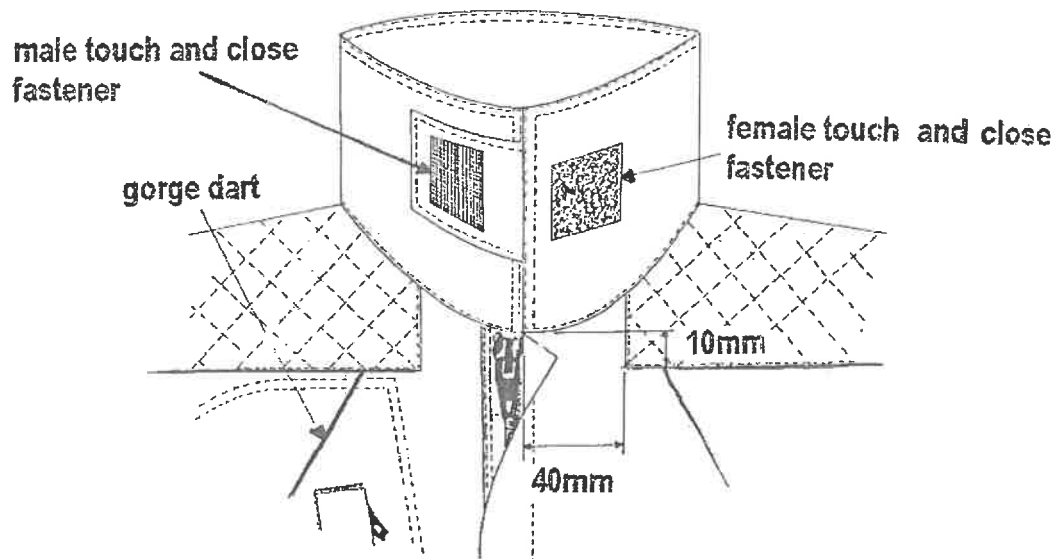


Figure 11 - Collar

9.11 Sleeves

Sleeves must:

- ◆ one-piece, set-in sleeve with adjustable tabs
- ◆ be turned in 5 mm at the hem, turned under to form a cuff of finished depth 50 mm
 - stitched down 2 mm from the turned in edge
- ◆ have a tab of folded outer material
 - interlined with interlining
 - of finished length and width 85 mm and 50 mm respectively
 - inserted into the underarm seam and facing towards the front
 - shall have a male section of touch and close fastener
 - > of finished width and length 25 mm and 30 mm respectively
 - > centrally positioned, 15 mm from the front edge of the tab on the underside
- ◆ be fitted with a female section of touch and close fastener
 - of finished width and length 25 mm and 14 cm respectively
 - positioned as to correspond with the position of the male section on the tab and shall extend to the hind arm

9.12 Hanger loop

Hanger loop must:

- ◆ be of folded outer material or an acceptable tape
- ◆ be of finished width and length 14 mm and 60 mm respectively

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- ♦ be sewn to the base of the collar at the back neck on the inside
- ♦ be securely bar-tacked

9.13 Waist loops

Five loops must:

- ♦ be outer material
- ♦ be of finished length 11 cm and width 20 mm
- ♦ be stitched 5 mm from each free edge
- ♦ be overlocked, turned under and stitched down
- ♦ be securely bar-tacked at the top and bottom edges
- ♦ be positioned centrally over the waist seam
 - one positioned centrally in each front panel
 - one directly behind each side seam
 - one at the centre back

9.14 Bottom hem

Hem must:

- ♦ be turned in 5 mm
- ♦ be turned under to form a hem of finished depth 25 mm
- ♦ be stitched down 2 mm from the turned in edge

9.15 Bound edges

All cut panels of the coverall must be overlocked before the seams are bound. All seams and raw edges shall be bound with binding tape of nominal width 8 mm.

10. Stitches, seams, and stitching

10.1 Stitches

All seams and other stitches: double needle lock stitch

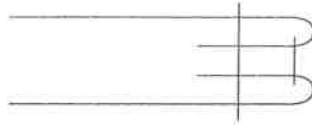
Overlocking: three-thread overlock stitch

10.2 Seams

Seams to be at least 10 mm wide:

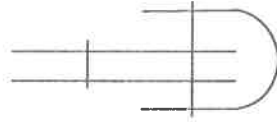
Pocket flaps, adjustment straps, pocket mouth of side pockets and collar: seam type SSe-2

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Form seam type SSa-1, using two plies of material. Then turn back each ply at the seam and seam through the turned edges with the appropriate number of rows of stitches.

Side seams, sleeve seams, inside leg seams and crutch seam: seam type BSd-2 turned over and stitched down



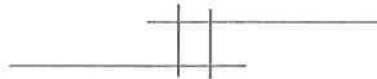
Fold a binding strip round the aligned edges of the plies of material, seam with one row of stitches, and seam the plies of material with the second row of stitches positioned clear of the strip.

Attaching patch pockets and reinforcing patches: seam type SSb-1



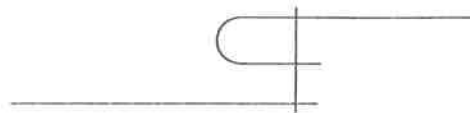
Turn in the specified width at the edge of one ply of material, superimpose it on the second ply, and seam through the turned edge with the appropriate number of rows of stitches.

Attaching of front opening slide fastener: seam type LSA-2



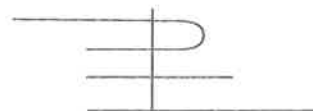
Lap the edges of two or more plies of material for the specified distance and seam with the appropriate number of rows of stitches.

Attaching of breast pocket slide fastener: seam type LSb-1



Turn in the edge of one ply of material, lap it on the edge of the second ply, and seam with appropriate number of rows of stitches.

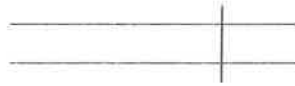
Attaching of leg-opening slide fastener: seam type LSah-2



Lap the edges of two or more plies of material for the specified distance and seam with the appropriate number of rows of stitches.

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Other seams: seam type SSa



Superimpose two or more plies of material and seam with the appropriate number of rows of stitches positioned at the specific distance(s) from the aligned edges.

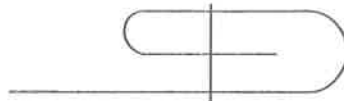
10.3 Stitching

All raw edges and seams before binding: stitching type EFd-1



Stitch over the edge of a ply of material with two rows of stitches.

Hems: stitching type EFb-1



Turn in the specified width at the edge of a ply of material, fold back the turned edge, and stitch the turned-in and folded portion with the appropriate number of rows of stitches.

10.4 Number of stitches

Seaming and top-stitching: 40 ± 4 per 10 cm

Overlocking: 32 ± 4 per 10 cm

Bar-tacks: 12 ± 1 per 1 cm

11. Packing, care-labeling, and marking

11.1 Packing

Coveralls:

- ♦ delivered in a commercially clean and dry condition
- ♦ neatly folded and packed individually in plastics envelope of suitable size and shape
- ♦ so packed that they will not be damaged in transit or in storage
- ♦ acceptably packed (in units of 10) for transportation in acceptable bulk containers that comply with SANS 456 "Corrugated board containers" (unless otherwise specified in the order or contract) of maximum packed mass 25kg.
- ♦ of the same size designation to be packed together in a bulk container.

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11.2 Care-labelling

- ◆ Each garment to have a woven or printed label that is permanently secured and that provides (in accordance with SANS 10011 "Care-labelling of textiles and clothing") correct and appropriate care instructions
- ◆ printed labels to comply with the requirements of SANS 1309 "Printed labels for textiles" and must include the fibre composition that complies with SANS 10235 "Fibre content labelling of textiles and textile products"
- ◆ all care-labels and their markings to be such that they outlast the garments.

11.3 Marking

11.3.1 Coveralls:

Each coverall must have, sewn to the centre back, below the collar seam, a woven fabric label that complies with the requirements of SANS 1309 "Printed labels for textiles", and provides the following information in legible and indelible block letters of height at least 3 mm:

- ◆ the manufacturer's name or trade mark or both
- ◆ the VAT registration number
- ◆ the size designation
- ◆ the ICN number (if applicable)
- ◆ the year of manufacture
- ◆ the country of origin

11.3.2 Plastics envelopes

Each envelope to be clearly marked with the following information:

- ◆ the designation, i.e "COVERALLS (Bomb disposal unit)"
- ◆ the size designation
- ◆ the ICN number

11.3.3 Containers

Each bulk container to have a label securely attached to the outside, visible when the containers are stacked and providing the following information in legible and indelible marking:

- ◆ the manufacturer's name or trade mark or both
- ◆ the VAT registration number
- ◆ the designation i.e "COVERALLS (Bomb disposal unit)"
- ◆ the size designation
- ◆ the quantity
- ◆ the order number or contract number
- ◆ the year of manufacture
- ◆ the ICN number (if applicable)
- ◆ the invoice(s) number(s)
- ◆ the SAPS Appointed SANAS Accredited Authority Inspection Certificate Number
- ◆ the mass of the packed container
- ◆ the number of the container eg. 2 of 12

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11.4 Additional marking

When so required by the South African Police Service, coveralls, envelopes or containers (or any combination of these) to bear information additional to that specified above.

12. Normative references

The following standards contain provisions which, through reference in this text, constitute provisions of this specification. All standards are subject to revision and, since any reference to a standard is deemed to be a reference to the latest edition of a standard, parties to agreements based on this specification are encouraged to take steps to ensure the use of the most recent editions of the standards indicated below. Information on currently valid national and international standards may be obtained from Standards South Africa.

AATCC method 20, Fibre analysis qualitative.

AATCC 79, Absorbency of textiles.

ASTM D 6413, Flame resistance of textiles (Vertical test).

CKS 129, Colours for textiles.

CKS 627, Fusible interlinings.

SANS 79, Textiles - Mass per unit area of conditioned fabrics.

SANS 85, Thickness of wool fabrics.

SANS 105-B02, Tests for colour fastness - Part B02: Colour fastness to artificial light - Xenon arc fading lamp test.

SANS 105-C03, Tests for colour fastness - Part C03: Colour fastness to washing: Test 3.

SANS 105-X12, Textiles - Tests for colour fastness Part X12: Colour fastness to rubbing.

SANS 456, Corrugated board containers.

SANS 1309, Printed labels for textiles.

SANS 1362, Sewing threads.

SANS 1822, Slide fasteners

SANS 1823, Touch and close fasteners.

SANS 1833, Textiles - Binary mixtures - Quantitative analysis .

SANS 5330, Mass per unit length of conditioned textile fabrics.

SANS 5488, Width of ribbons and other narrow fabrics.

SANS 10011, Care-labelling of textiles and clothing.

SANS 10235, Fibre-content labelling of textiles and textile products.

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SANS 960, Textiles - Dimensional stability during washing and drying procedures.

SANS 13934-1, Textiles – Tensile properties of fabrics Part 1: Determination of maximum force and elongation at maximum force using the strip method.

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Annex A (Normative)

Bid requirements

A-1 Unless otherwise stated, the SAPS appointed SANAS accredited authority, shall be the inspecting authority. It shall be the responsibility of the successful bidder to ensure appointed SANAS accredited authority approval for pre and post sample production.

A-2 Three pre-production sample coveralls of the following size designations, Short, Regular, and Long, shall have been inspected, tested and approved by the inspecting authority before bulk production is commenced. Each one of these samples shall be accompanied by a trim chart containing a sample of each component material (as given in paragraph 6) and the relevant certificates. It shall be the duty of the manufacturer to give adequate notice to the inspecting authority of the availability of these samples.

A-3 The coveralls shall be subject to inspection during the course of manufacture. The inspector shall, during normal working hours, be given all reasonable facilities for carrying out his duties and shall have the right of entry into the contractor's factory and the factory or works of any subcontractor where work on coveralls supplied to this specification may be in progress.

A-4 Every batch of coveralls shall be subjected to inspection before delivery.

A-5 One container of each consignment shall be marked "DOCUMENTS" and shall, in addition to the coveralls, contain the following:

- 1) the packing slip/delivery note
- 2) the inspection certificate(s) (where applicable)
- 3) a copy of the invoice containing the following:
 - a) the order number
 - b) the financial authority number
 - b) a full description of the consignment, i.e. Item Control Number, quantity, etc.

A-6 The end-user shall have the opportunity to make minor changes to the specifications of the coveralls should the need arise, such as the removal of the bomb badge on coveralls for trainee bomb technicians.

A-7 Sizing of the coveralls for all members must be done by the supplier in each of the 9 provinces (cost inclusive on the bidding price). The end user whereby fitting can be done for all members of that province will arrange a central point (Capital City) in the province.

A-8 The cost incurred for the assessment of pre-production samples and pre-delivery samples will be for SAPS's account, with the provision that the submitted samples are approved and sealed by the inspection authority. Should the pre-production and pre-delivery samples and/or material fails, all incurred cost will be for the bidder's account.

A-9 No deviation from the inspection requirements will be allowed.

A.10 All samples made of the correct material will be accompanied by test reports from SAPS Appointed SANAS Accredited Authority

A.11 All bidders to submit a capability report

A.12 Certificate tests for bond strength between suppliers of interlining and the garment manufacturer confirming that the bond strength is flame retardant must be attached

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Annex B

(Normative)

Textile Colour Registrations

Since colours can change over a while, any colour standard which has been registered for a period of SEVEN YEARS or more shall be considered obsolete. These standards shall then be allocated an achieved status (as opposed to current status) and re-registration shall be required.

Before fabric and/or embroidery thread is sent to the Custodian of the relevant colour library for colour registration purposes, the inspection authority shall confirm with the Custodian of the colour library whether a submission is required or not. If a new submission is required, it shall be facilitated and managed by the Inspection Authority.

A. The following scenarios require a submission of three metres of fabric and one reel of the embroidery thread to SAPS from the successful bidder:

1. A colour standard is archived.
2. First time registration is required (Colour number does not exist)
3. Colour swatch stock at the Custodian of the colour library is no longer available.

B. Requirements for the submission of fabric and embroidery thread as identified in A:

1. The colour shall be as agreed upon between the South African Police Service and the successful bidder.
2. The fabric and embroidery thread shall be used to make new colour swatches which shall be the responsibility of the Custodian of the colour library.
3. The cost of the three metres of fabric and embroidery thread shall be incorporated into the relevant bid submission.

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Annex C (Normative)

Compulsory Compliance Declaration

The bidder shall only state "COMPLY" or "DO NOT COMPLY" under particulars of the bid, against each requirement mentioned below, whether the bidder complies or does not comply with the requirement of the specification. No other indication such as "X", "✓", etc. shall be allowed.

1	2	3	4	5		6
Paragraph No.	Table No.	Figure No.	Heading	COMPLY	DO NOT COMPLY	If answer is negative, specify
3			Style			
		1	Front			
		2	Back			
4			Material - General			
5			Outer Material			
	1		Requirements for outer material			
6			Component Material			
6.1			Interlining			
6.2			Slide fasteners			
6.3			Touch and close fasteners			
6.4			Embroidery thread			
6.5			Binding tape			

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1	2	3	4	5		6
Paragraph No.	Table No.	Figure No.	Heading	COMPLY	DO NOT COMPLY	If answer is negative, specify
6.6			Webbing			
	2		Webbing requirements			
6.7			Wadding			
6.8			Threads			
7			Workmanship			
8			Sizes			
		3	Measuring points			
	3		Measuring points			
	4		Size ranges			
9			Make			
9.1			Fronts			
		4	Embroidery			
9.2			Front opening			
		5	Front opening			
9.3			Inner reinforcing patches			
9.4			Outer reinforcing patches			
		6	Shoulder Patch			
9.5			Pockets			

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1	2	3	4	5		6
Paragraph No.	Table No.	Figure No.	Heading	COMPLY	DO NOT COMPLY	If answer is negative, specify
		7	Breast pocket position			
	5		Breast pocket position			
		8	Side pocket			
		9	Sleeve pocket			
9.6			Back			
9.7			Emergency strap			
9.8			Waist adjustment strap			
9.9			Inside – leg opening			
		10	Leg opening			
9.10			Collar			
		11	Collar			
9.11			Sleeves			
9.12			Hanger loop			
9.13			Waist loop			
9.14			Bottom hem			
9.15			Bound edges			
10			Stitches, seams, and stitching			
10.1			Stitches			

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1	2	3	4	5		6
Paragraph No.	Table No.	Figure No.	Heading	COMPLY	DO NOT COMPLY	If answer is negative, specify
10.2			Seams			
10.3			Stitching			
10.4			Number of stitches			
11			Packaging, care-labeling, and marking			
11.1			Packing			
11.2			Care-labeling			
11.3			Marking			
11.3.1			Coveralls			
11.3.2			Plastic envelopes			
11.3.3			Containers			
11.4			Additional marking			
12			Normative references			
Annex A			Bid requirements			
Annex B			Textile colour registration			

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FOR OFFICE USE ONLY		
HISTORY SHEET		
DOC. ISSUE	DATE	AMENDMENT HISTORY
03	Revised Nov 2003	
04	Revised July 2017	Add SAPS name-tag on right breast front Add BOMB DISPOSAL UNIT badge on the left breast front Add wadding in the elbow and knee patches Add quilting stitch lines (double) to knee patches (shoulder patches and elbow patches) Add five waist loops Add new fabric requirements
05	Revised January 2023	Change revision year to 2023
06	Revised November 2023	Replace the Bomb Disposal Badge on the front page Add note 1 and note 2 under scope Remove table 3 – size range and add 4 ICN numbers with sizes Remove column 1 of table 4 – breast pocket position Replaced the word "Logistic" with South African Police Service Replace SABS with SAPS appointed SANAS accredited authority Add wording "paragraph" on A-2 Add wording "cost inclusive on the bidding price" A-7 Replace paragraph A-8 Add Doc No, Date, Responsibility and Version to the footer Add Annexure B Add annexure C Remove A13 in page 29 – All bidders must attend a compulsory briefing session.


 BRIGADIER
 SECTION HEAD: EXPLOSIVES
 PH MASWANGANYI

Date: 2024-10-28

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DEVIATION SHEET: Bid 19/1/9/1/48TT (24)

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:
<i>Reason:</i>
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<i>Offered:</i>
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Specification paragraph
<i>Reason:</i>
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DEVIATION SHEET: Bid 19/1/9/1/48TT (24)

Offered:

Specification paragraph

Reason:

Offered:



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DEVIATION SHEET: Bid 19/1/9/1/48TT (24)

Specification paragraph

Reason:

Offered:

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.

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.
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| 2. Application | <ol style="list-style-type: none">2.1 These general conditions are applicable to all <u>bids</u>, <u>contracts</u> and <u>orders</u> 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 | <ol style="list-style-type: none">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 | <ol style="list-style-type: none">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. | <ol style="list-style-type: none">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 | <ol style="list-style-type: none">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 | <ol style="list-style-type: none">7.1 Within thirty (30) days of receipt of the notification of contract award, |

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

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

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

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

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

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

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

Js General Conditions of Contract (revised July 2010)