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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: 19/1/9/1/95TV (22)

Date: _____

Enquiries: _____

Tel no: _____

Fax no: _____

Sir / Madam

REQUIRED BY THE SOUTH AFRICAN POLICE SERVICE

CLOSING TIME FOR BIDS IS 11:00 on the date as specified in the document

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

- ! The conditions contained in the attached annexures apply.
- ! The bid must be submitted in a sealed envelope with the name and address of the bidder with the bid number closing date indicated on the envelope. The cover or envelope must not contain documents relating to any bid other than that shown on the cover or envelope.
- ! ***Bids submitted per mail must be sent per registered mail. The Bid must still reach this office before the closing date and time. Failure to do so will invalidate the bid.***
- ! The bid will be valid for a period of 90 days after the closing date.
- ! The attached forms/annexures, if completed in detail and returned, will form part of your bid.

You are advised to acquaint yourself with the contents of the attached General Conditions of Contract.

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

Yours faithfully

LIEUTENANT GENERAL
DIVISIONAL COMMISSIONER: SUPPLY CHAIN MANAGEMENT
MI FANI

PLEASE NOTE²



BID NO: 19/1/9/1/95TV (22)
CLOSING TIME: 11:00 ON 2023/01/25

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

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

NOTED BY THE BIDDER:

.....
SIGNATURE: BIDDER

.....
DATE



BID DOCUMENT CHECKLIST

BID NO: 19/1/9/1/95TV (22)

DESCRIPTION: SUPPLY, DELIVERY AND MAINTENANCE OF FOUR (4) VIP 1800 CC RESCUE CRAFT (JET SKI'S) AND TWO (2) TRAILERS FOR CARRYING AND TOWING THE JET SKI: EASTERN CAPE PROVINCE

(Mark with Yes or No)

		Procurement Office	Bidder	Bid Management
NO.	REQUIREMENTS			
1	Central Supplier Database Profile	x		
2	B-BBEE Verification Certificate (as per paragraph 5.1 of SBD 6.1)	x		
3	SBD forms (4, 6.1 and 6.2)	x		
4	Pricing Schedule	x		
5	Profit Margin			
6	Special Requirements and Conditions	x		
7	Specification	x		

BIDDER:

NAME IN PRINT

SIGNATURE

DATE

BID MANAGEMENT:

NAME IN PRINT

SIGNATURE

DATE

X = REQUIRED

YES = SUBMITTED / RECEIVED

NO = NOT SUBMITTED / NOT RECEIVED

NOTICE !!!!! NOTICE!!!!

**BID DOCUMENT MUST BE HANDED IN AND
REGISTERED AT SECURITY OFFICE BY THE
PERSON HANDING IN THE DOCUMENTS**

**BY ORDER OF: DIVISIONAL COMMISSIONER
SUPPLY CHAIN MANAGEMENT**

CLOSING DATE: 2023/01/25 @ 11:00

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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN POLICE SERVICE					
BID NUMBER:	19/1/9/1/95TV (22)	CLOSING DATE:	2023-01-25	CLOSING TIME:	11:00
DESCRIPTION	SUPPLY, DELIVERY AND MAINTENANCE OF FOUR (4) VIP 1800 CC RESCUE CRAFT (JET SKI'S) AND TWO (2) TRAILERS FOR CARRYING AND TOWING THE JET SKI : EASTERN CAPE PROVINCE				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:			BID RESPONSE DOCUMENTS MAY BE POSTED TO:		
DIVISIONAL COMMISSIONER SUPPLY CHAIN MANAGEMENT SOUTH AFRICAN POLICE SERVICE 117 CRESWELL ROAD SILVERTON PRETORIA 0184			DIVISIONAL COMMISSIONER SUPPLY CHAIN MANAGEMENT SOUTH AFRICAN POLICE SERVICE PRIVATE BAG X254 PRETORIA 0001		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS VERIFICATION		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
		<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	POLICE	POLICE	
CONTACT PERSON	COLONEL TN MALEKA	COLONEL TN MALEKA	
TELEPHONE NUMBER	012 841 7354	012 841 7354	
FACSIMILE NUMBER			
E-MAIL ADDRESS	malekat@saps.gov.za	malekat@saps.gov.za	

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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			



South African Police Service

Request for Bid : 0000003208

Report Run By: Bernadette Da Silva (0538709-4)
Date: 11/24/2022 07:56:39

SAPS Bid No. 19/1/9/1/95TV (22)

Document No: 0000003208

Description: SUPPLY, DELIVERY AND MAINTENANCE OF FOUR (4)
VIP 1800 CC RESCUE CRAFT (JET SKI'S) AND TWO
(2) TRAILERS FOR CARRYING AND TOWING THE JET
SKI: EASTERN CAPE

Currency: ZAR

Closing Date: 2023/01/25 11:00:00

Status: Published

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

Company Name:

Attention:

Tel No:

Fax No:

Cell No:

Email:

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PRICING SCHEDULE

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
1940T05080184	JETSKI, RESCUE CRAFT, PERSONAL WATER CRAFT, 1800 CC * *	EASTERN CAPE PROVINCE		Each	
Line Comment		Lead Time	Quantity Required	Quantity Available	Unit Cost (Incl VAT)
			1		

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
2330T00092337	TRAILER, BOAT, ROB CRAFT, IN/OUTBOARD	EASTERN CAPE PROVINCE		Each	
Line Comment		Lead Time	Quantity Required	Quantity Available	Unit Cost (Incl VAT)
			1		

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
9825T05084157	Maintenance plan for Rescue Craft, PWC, Jet Ski * * *	EASTERN CAPE PROVINCE		Each	
Line Comment		Lead Time	Quantity Required	Quantity Available	Unit Cost (Incl VAT)
			1		

Questionnaires

THE 80/20 QUESTIONNAIRE EVALUATION TEMPLATE V2

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

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

ITEM LEVEL - GENERAL QUESTIONNAIRE

Kindly state the Brand and Model offered

Kindly state the Country of origin

<p>If not to specification, indicate deviation(s)</p>	<p><input type="radio"/> YES <input type="radio"/> NO</p>
<p>Are the DELIVERY CHARGES fixed and firm?</p>	<p><input type="radio"/> YES <input type="radio"/> NO</p>
<p>NOTE: ALL DELIVERY COSTS MUST BE INCLUDED IN THE BID PRICES FOR DELIVERY AT THE PRESCRIBED DESTINATIONS. Did you submit a delivered price, i.e. All delivery costs included in the price offered.</p>	<p><input type="radio"/> YES <input type="radio"/> NO</p>
<p>Have forms SBD1, SDB4, SBD6.1, SBD 8 and SBD 9 been completed and signed?</p>	<p><input type="radio"/> YES <input type="radio"/> NO</p>
<p>Kindly indicate the profit margin (before tax) applied to the item</p>	<p><input type="text"/></p>

Attachment Description	Attachment File Name
BID COVERING PAGE 95TV (22).pdf	
LOGO COVER PAGE FOR BIDS 95TV (22).doc	
BID DOC CHECKLIST 95TV (22).docx	
NOTICE 95TV (22).docx	
SBD 1 95TV (22).docx	
CSD FORM 95TV (22).docx	
SPECIAL CONDITIONS OF CONTRACT 95TV (22).pdf	
NEW SBD 4 95TV (22) (2022).pdf	
SBD 6 1 in terms of PPR 2017.docx 8020.docx	
SBD 6.2 LOCAL CONTENT 95TV (22).pdf	
SPECIFICATION FOR RESCUE CRAFT S (PWC-S) 95TV (22).pdf	
SPECIFICATION FOR ROAD TRAILER FOR A RESCUE CRAFT (PWC) 95TV (22).pdf	
GENERAL CONDITIONS OF CONTRACT 95TV (22).pdf	



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/95TV (22)

SPECIAL CONDITIONS OF CONTRACT

BID NUMBER: 19/1/9/1/95TV (22)

**SUPPLY, DELIVERY AND MAINTENANCE OF FOUR (04) VIP 1800 CC RESCUE
CRAFT (JET SKI) AND TWO (02) TRAILERS FOR CARRYING AND TOWING**

THE JET SKI: EASTERN CAPE PROVINCE

CLOSING DATE AND TIME OF BID:

2023-01-25 @ 11h00

BID VALIDITY PERIOD: 90 DAYS



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/95TV (22)

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SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/95TV (22)



1. ABBREVIATIONS

BAC: Bid Adjudication Committee

B-BBEE: Broad-Based Black Economic Empowerment

CPA: Contract Price Adjustment

ISO: International Organisation for Standardisation

QC: Quality Control

ROE: Rate of Exchange

SABS: South African Bureau of Standards

SANAS: South African National Accreditation System

SBD: Standard Bidding Document

STATS SA: Statistics South Africa

VAT: Value- Added Tax



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/95TV (22)

2. BID DOCUMENT CHECK LIST

NO.	DOCUMENT NAME	YES	NO
1	SBD 1 Invitation to bid		
2	Central Supplier Database Report		
3	SBD 4 Declaration of interest		
4	SBD 6.1: Preference Points Claimed (BBBEE)		
5	SBD 6.2 : Declaration certificate for local production and content designated sectors		
5.1	Local Content Declaration Templates		
6.	Special Conditions of Contract		
7	General Conditions of Contract		
8	Local Economic Development document		
9	Cost components document		
10	Certified BBBEE Certificate or original valid sworn affidavit		



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/95TV (22)

3. SECTION A

3.1 SCOPE

The South African Police Service requires prospective bidders to submit bids for the Supply and Delivery of four (04) VIP 1800 cc Rescue Craft (jet ski) and two (02) trailers for carrying and towing the jet ski; Eastern Cape in accordance with specification 2022/1

3.1 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.

3.2 BID INFORMATION/BRIEFING SESSION

No briefing session will be held.

3.3 EVALUATION CRITERIA

The evaluation process will be conducted in phases as follows:

Phase 1	Phase 2	Phase 3
Mandatory and other bid requirements	Technical Compliance	Price and B-BBEE
Compliance with mandatory and other bid	Compliance to technical requirements	Bids evaluated in terms of the 80/20 preference system



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/95TV (22)

requirements.
SBD forms must
be completed and
signed.

3.3.1 PHASE 1: PRE-QUALIFICATION CRITERIA

B-BBEE status level of contributor

It is a condition of this bid that only one or more of the following bidders may respond to this bid:

A bidder having a B-BBEE status level of contributor 1 - 8 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or an original valid sworn affidavit at the closing date and time of the bid in order to prove compliance.

And

iii. **Local Production and Content**

Only locally produced goods or services with a stipulated minimum threshold for local production and content, will be considered. **Failure to meet the pre-qualification criteria will invalidate the bid submitted.**

INDUSTRY/SECTOR/SUB-SECTOR		MINIMUM THRESHOLD FOR LOCAL CONTENT
VESSELS/BOATS		
01.	Working Vessels/Boats (All Types)	60%
	Components	10% - 100%

A bid will be disqualified if the Declaration Certificate and if applicable Annex C (Local Content Declaration: Summary Schedule) is/are not submitted as part of the bid documentation.

Once a bid has complied with the pre-qualification criteria, it would further be evaluated in phase2

3.4 PHASE 2: ADMINISTRATIVE BID REQUIREMENTS



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/95TV (22)

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

ADMINISTRATIVE DOCUMENTS - NAME OF THE DOCUMENT THAT MUST BE SUBMITTED	
Invitation to Bid – SBD 1	YES – Please complete and sign the supplied form
Pricing Schedule	YES – Please complete the pricing schedule with the bid at the closing date and time. <u>Please took note that lead times (Delivery period) should be completed</u>
Preference Point Claim Form <u>SBD 6.1</u>	YES – Generally, non-submission will lead to a zero score for B-BBEE.
General Conditions of Contract	NO – Bidders <u>must only familiarise</u> themselves with the content of the document
Special Conditions of Contract	NO - Bidders must sign acknowledgement that they <u>familiarise</u> themselves with the content of the document
Cost components	YES – Please submit the completed cost component breakdown as per example in the Special Conditions of Contract.

PHASE 2: MANDATORY REQUIREMENTS (SPEC 2022/1 – RESCUE CRAFT)

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

Declaration of Interest – SBD 4	YES – Please complete and sign the supplied form.
Declaration certificate for local production and content for designated sectors- SBD 6.2	YES – The bidders must complete and sign SBD 6.2 (Together with annexure C) All



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/95TV (22)

	enquiries in respect of local content to be directed to Department of Trade and Industry: Dr Tebogo Makube: TMakube@thedti.gov.za Tel 012 394 3927
Tax Clearance Requirements	YES – The CSD and the tax status pin are the approved method that will be utilized to verify tax compliance.
Central Supplier Database registration	YES – Please submit CSD registration number or CSD report to prove registration.
A general arrangement drawing showing the general configuration and position of all fittings and shall form part of the suppliers bid documents	YES _ The bidder must submit drawings showing the general configuration and position of all fittings on the closing date and time of the bid
Sketches, photos, diagrams and description of the proposed vessels to be considered must be on the bid documents	YES _ The bidder must submit the Sketches, photos, diagrams and description of the proposed vessels to be considered date of on the closing date and time of the bid
Authorisation Declaration	YES – Bidders sourcing products from a third party must submit the authorisation declaration letter of the third party.
A detailed statement of compliance (or deviations) and the statement shall be cross referenced with the related paragraph numbers in the specification.	YES - A detailed statement of compliance (or deviations) and the statement shall be cross referenced with the related paragraph numbers in the specification on the closing date of the bid
The supplier shall provide the SAPS with a certificate stating that the supplier is an authorized dealer on bid documents	YES - The bidder must submit certificate stating that the supplier is an authorized dealer

PHASE 2: MANDATORY REQUIREMENTS (SPEC 2022/1- TRAILER)



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/95TV (22)

All bidders and sub-contractors must be approved body builders by the Department of Transport. Proof of their MBI certificate must be submitted with the bid documents	YES – The bidder must submit MIB certificate on the closing date and time of the bid
The Manufacturer shall provide the SAPS with a certificate stating that the manufacturer is a recognized trailer builder on submission of the bid	YES – The bidder must submit the certificate to the SAPS that the manufacturer is recognized as a trailer builder on the closing date and time of the bid.

3.5 PHASE 3: TECHNICAL COMPLIANCE

This phase entails the evaluation of bids for technical compliance.

South African National Standards and/or Private Specifications

- a) Items must comply with standards and/or specifications as per South African Police Service

Specification 2022/1 RESCUE CRAFT and Specification 2022/1 TRAILER.

Included in the bid document.

3.6 PHASE 4: PREFERENCE POINT SYSTEM AND PRICE

Preference points system 80/20

- a) In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the South African Police Service on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:
The bid price (maximum 80 points) - B-BBEE status level of contributor (maximum 20 points)
- b) The following formula will be used to calculate the points for price:



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/95TV (22)

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

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

- d) Bidders are required to complete the preference claim form (SBD 6.1), and submit their **original and valid** B-BBEE status level verification certificate or a **certified copy** thereof or an **original valid sworn affidavit** at the closing date and time of the bid in order to claim the B-BBEE status level point. Failure to submit the valid original or certified copy will result in zero score / noncompliant contributor.
- e) The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- f) Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act no. 69 of 1984)) or an accredited verification agency or an original valid sworn affidavit will be considered for preference points.



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- g) Failure on the part of the bidder to comply with the paragraphs above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).
- h) The South African Police Service may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.
- i) The points scored will be rounded off to the nearest 2 decimals.
- j) In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.
- k) However, when functionality is part of the evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest for functionality.
- l) Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
- m) A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

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.

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



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3.7 OTHER LEGISLATIVE AND REGULATORY REQUIREMENTS SPECIFIC TO THIS BID

7.1 LOCAL PRODUCTION AND CONTENT

Regulation 8 of the Preferential Procurement Regulations, 2017 pertaining to the Preferential

Procurement Policy Framework Act, Act no 5 of 2000 provides for the designation of sectors in line with national development and industrial policies for local production.

To give effect to the above requirement the working Vessels (Boats) has been designated for local production and content with a minimum threshold of 60%

Only locally produced or locally manufactured working vessels (boats) from local raw material or input will therefore be considered. If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the Department of Trade & Industry (DTI) should there be a need to import such raw material or input.

A copy of the exemption letter must be submitted together with the bid document at the closing date and time of the bid. For further information, bidders may contact the Vessels (Boat) within the DTI:

Mr A P Tembo at Tel: (012) 394-3717 or e-mail aptembo@thedti.gov.za, or

Me P Khumalo at Tel: (012) 394-1390 or e-mail khumalop@thedti.gov.za

Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content. The technical specification and the Guidance on the calculation of local content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all bidders on the DTI's website <http://www.dti.gov.za/industrial/development/ip.jsp> at no cost

The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula:

$$LC = (1 - X/Y) * 100$$

Where

X is the imported content in Rand

Y is the bid price in Rand excluding value added tax (VAT)



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Prices referred to in the determination of X must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid.

The Declaration Certificate for Local Production and Content (SBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, signed and submitted with the bidding documents at the closing date and time of the bid. The rates of exchange used by the bidder in paragraph 3.1 of the Declaration Certificate will be verified for accuracy.

A contract awarded in relation to a designated sector, may not be sub-contracted in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

3.7.1 AUTHORISATION DECLARATION/ LETTER FROM THE MANUFACTURER

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

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

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

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.



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3.7.2 RESPONSIVE FIELDS

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

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

3.7.3 DOCUMENTATION REQUIRED

The supplier shall remain responsible for the presentation of all inspection requirements to the South African Maritime Safety Authority (SAMSA) for the issuing of a Local General Safety Certificate and the SAPS before the supply of vessels

3.8 TAX COMPLIANCE REQUIREMENTS

It is a condition of this bid that the tax matters of a successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.

It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted;

Bidders are required to be registered on the Central Supplier Database and the South African Police Service shall verify the bidder's tax compliance status through the Central Supplier Database.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database

The South African Police Service will not award a bid to any bidder whose tax matters are not in order

3.9. FORMAT AND SUBMISSION OF BIDS



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

SECTION	REQUIRED DOCUMENTS
Section 1	Standard bidding documents (SBD 1, SBD 3.1 or 3.2 or 3.3, SBD 4, SBD 6.1, SBD 6.2 and CSD report
Section 2	BBBEE Certificate or certified copy thereof or original valid sworn affidavit in the case of a QSE or EME
Section 3	Authorisation Declaration and item list

3.10 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.

3.11 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.

3.12 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.



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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.

3.13 SUPPLIER DUE DILIGENCE

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

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

3.14 COMMUNICATION

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

Any communication to any other government official or a person acting in an advisory capacity for the South African Police Service in respect of this bid between the closing date and the award of the bid by the bidder is discouraged. All communication between the bidder and the SAPS: Procurement Management MGP & Services must be done in writing.

3.15 BID ENQUIRIES

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

To allow the South African Police Service sufficient time to respond to enquiries,

Bidders shall note that no enquiries made later than seven (7) working days ahead of the closing date and time of the bid will be entertained by SAPS.



4. SECTION B

4.1 CONTRACT PERIOD

The contract period is a once off however maintenance shall be for a period of two (02) years.

RIGHT OF AWARD

The **South African Police Service** reserves its following rights:-

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

4.2 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



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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

4.3 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.

4.4 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.

5. SECTION C

5.1 ROLES AND RESPONSIBILITIES

5.1.1 CONTRACT ADMINISTRATION

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

The Head: Procurement and Contract Management Supply Chain Management
Private bag x 254, Pretoria, 0001,

Contractors must advise the SAPS Contract Management immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished to the Section Head Bid Management: Supply Chain Management: SAPS/ – email: SmitJ@saps.gov.za and Tel: (012) 841 7119

5.2 SUPPLIER PERFORMANCE MANAGEMENT

Supplier performance management will be the responsibility of end-users of SAPS and where supplier performance disputes cannot be resolved between



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the contractor and the relevant purchasing institution, SAPS Contract Management must be informed for corrective action.

5.3 ORDERS AND DELIVERY

5.3.1 ORDERS

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

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

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

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

5.4 POST-AWARD PRODUCT COMPLIANCE PROCEDURES

The following post-award product compliance procedures will apply:

5.4.1 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.

5.4.2 MAINTENANCE CONTRACT

The contractor shall generate a proposed written maintenance contract that shall prevent any accelerated degradation of the vessels or fitted equipment for a period of two (2) years from the date of delivery, and shall form part of the suppliers bid proposal.

The proposed written maintenance contract will ensure that the vessels are maintained and serviced in accordance to the specification.



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The contractor shall indicate where the maintenance service will be conducted, considering that the End User is in Eastern Cape.

5.5 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.
- c) In a case where the same cost components are applicable to all items offered please fill out the Cost components document attached with the bid other than that cost components must be indicated on each line item when finalising pricing schedule.

Cost Component	% Contribution
D1- Imported Raw Material / Finished product (if applicable)	
D2 - Local Raw Material / Finished product (if applicable)	
D3 - Labour	
D4 - Transport	
D5 – Housing and utilities	
D6 – Other	



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TOTAL (Cost components must add up to 100%)	100 %
--	--------------

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

GENERAL



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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.

5.5.1. CONTRACT WITH SUB-CONTRACTOR OR OTHER MANUFACTURER

Once the successful bidder has entered into a contract with a subcontractor or manufacturer, such subcontractor or manufacturer cannot be replaced by another sub-contractor or manufacturer without the written prior approval of the South African Police Service.

5.5.2. ABILITY OF BIDDERS

The ability of bidders to carry out a contract successfully will be taken into account fully during the consideration of bids. This includes, where necessary, an investigation of the bidder's financial position, previous contracts carried out, availability of skills and knowledge, existing workload, after sales services, if applicable, visits to point of manufacture, etc.

5.5.3. 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.

5.5.4. CONTACT DETAILS

South African Police Service
Section Head: Contract Management
117 Cresswell Road



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Silverton
0184

BID COLLECTION

SPAC B Muthula
Tel: 012-841 7204
Fax: 012-8417482
muthulabilly@saps.gov.za

5.5.5. CONTENTS OF SPECIAL CONDITIONS

I/ we, the undersigned, hereby declare that I/ we have read and understand the above and agree to be bound by the stated terms and conditions.

NAME OF BIDDER:

NAME OF CONTACT PERSON:

CAPACITY:

SIGNATURE:DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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

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

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

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

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/lp.jsp](http://www.thedti.gov.za/industrial%20development/lp.jsp) at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. Definitions

- 2.1. "bid" includes written price quotations, advertised competitive bids or proposals;
- 2.2. "bid price" price offered by the bidder, excluding value added tax (VAT);
- 2.3. "contract" means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. "designated sector" means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. "duly sign" means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. "imported content" means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. "local content" means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. "stipulated minimum threshold" means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. "sub-contract" means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Working vessels / Boats (All types)	60 %
Components	10-100 %
	%

49

4. Does any portion of the services, works or goods offered have any imported content?
(Tick applicable box)

YES		NO	
-----	--	----	--

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)**

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/lp.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations

C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Local Content Declaration - Summary Schedule

Tender No.	
Tender description:	
Designated product(s)	
Tender Authority:	
Tendering Entity name:	
Tender Exchange Rate:	
Specified local content %	

Tender Exchange Rate:

Specified local content %

1

2

1994

7

Note: VAT to be excluded from all calculations

[illegible]

Signature of Lender from Annex B

Date:

(C21) Total Exempt Imported content

(22) Total Tender value not of imported content

and content]

(25) Total imported content

(24) total local content

**SPECIFICATION FOR RESCUE CRAFT'S (PWC'S) FOR USE BY THE SOUTH AFRICAN
POLICE SERVICE: EASTERN CAPE PROVINCE**

SPEC 2022/1

DATE: 2022-07-11

REV: 001

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DESCRIPTION		PARTICULARS OF BID
STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BID COMPLY OR DO NOT COMPLY WITH THE REQUIREMENT OF THE SPECIFICATION		STATE: COMPLY or NOT COMPLY
1.	SCOPE	
1.1.	This specification defines the baseline, supply of four (4) four-stroke rescue crafts (Personal Water Craft (PWC), or Jet Ski) for dedicated use by the South African Police Service, Eastern Cape Province.	State: _____
1.2.	The vessel and all its associated equipment shall form a turnkey supply.	State: _____
2.	APPLICABLE DOCUMENTS	
2.1.	The supplier shall comply with the documents, to the extent specified herein	State: _____
2.2.	SAMSA Marine Circular no. 13 of 2011 or as amended at bidding closure at time of contract.	State: _____
2.3.	Merchant Shipping Act (Act No 57 of 1951) Merchant Shipping (National Small Vessel Safety) Regulations, 2007.	State: _____
2.4.	International regulation for the prevention of collisions at sea (1972). Collision and Distress Regulations.	State: _____
2.5.	Maritime Occupational Safety Regulations, 1994.	State: _____
3.	COMPLETION OF BID DOCUMENTS	
3.1.	Bidders shall explicitly state either "Comply" or "Not Comply" regarding all the requirements outlined in this document.	State: _____
4.	REQUIREMENTS	
4.1.	GENERAL	
4.1.1.	The supply of the rescue crafts (PWC's) must be in accordance with the documents referenced in paragraph 2 above and the requirements of this specification.	State: _____


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**SPECIFICATION FOR RESCUE CRAFT'S (PWC'S) FOR USE BY THE SOUTH AFRICAN
POLICE SERVICE: EASTERN CAPE PROVINCE**

SPEC 2022/1

DATE: 2022-07-11

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DESCRIPTION

PARTICULARS OF BID

STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BID COMPLY OR DO NOT COMPLY WITH THE REQUIREMENT OF THE SPECIFICATION

**STATE:
COMPLY
or
NOT COMPLY**

4.1.2.	This specification covers the minimum requirements of the end user. The end user is the South African Police Service (SAPS) Water Policing and Diving Services Eastern Cape Province.	State: _____
4.1.3.	Unless otherwise stated, all dimensions are indicated in millimetres.	State: _____
4.2.	VESSEL'S DEFINITION	
4.2.1.	The vessel shall be supplied as a patrol / rescue vessel, dedicated to police work within the SAPS.	State: _____
4.3.	UTILIZATION	
4.3.1.	General patrol and rescue service to the SAPS. The vessels shall be capable of being deployed by road and launched and recovered from normal slipways, river banks and beaches.	State: _____
4.3.2.	The vessels shall be capable of operating at sea within the designated area as defined in the Merchant Shipping Act, 1951 (Act 57 of 1951) - Merchant Shipping (National Small Vessel Safety) Regulations 2007.	State: _____
4.3.3.	The vessels shall be able to transport and accommodate the designated number of persons in accordance with the Merchant Shipping Act, 1951 (Act 57 of 1951) - Merchant Shipping (National Small Vessel Safety) Regulations 2007.	State: _____
4.3.4.	The vessel shall be capable of transporting 2 (two) people including the master as well as being able to tow a rescue board with a patient when required.	State: _____



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POLICE SERVICE: EASTERN CAPE PROVINCE**

SPEC 2022/1

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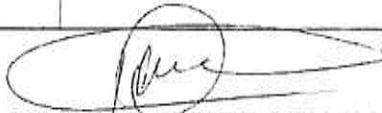
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DESCRIPTION	PARTICULARS OF BID
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STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BID COMPLY OR DO NOT COMPLY WITH THE REQUIREMENT OF THE SPECIFICATION	STATE: COMPLY or NOT COMPLY
---	--------------------------------------

4.3.5.	The vessel shall be capable of maintaining a cruising speed of 40 knots and a top speed of at least 50 knots.	State: _____
4.4.	ENVIRONMENTAL CONDITIONS	
4.4.1.	The vessel shall be capable of operating under the following conditions:	
	a) Ambient air temperature : 0 to +45 °C	State: _____
	b) Relative humidity : 90 %	State: _____
	c) Water temperature : +4 to +30 °C	State: _____
4.5.	MAINTAINABILITY	
4.5.1.	The vessels shall be robustly constructed and easy to maintain without the use of special tools or exotic materials.	State: _____
4.5.2.	The vessels shall be so designed so as to provide adequate maintenance access to all equipment and fittings without removal or dismantling of any structure.	State: _____
4.6.	AVAILABILITY/OPERABILITY	
4.6.1.	The vessels shall be operational for about 90% of its annual working hours with about 10% down time for routine maintenance.	State: _____
4.7.	SUPPLY SUPPORT	
4.7.1.	All spares for the vessels shall be available from the contractor for a minimum period of 10 (ten) years.	State: _____
4.7.2.	The contractor shall supply a complete list of recommended spares to support each vessel at time of delivery.	State: _____
4.7.3.	Spare quantities shall be based on one vessel; utilization shall be 200 hours per annum.	State: _____

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DATE: 2022-07-11

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DESCRIPTION	PARTICULARS OF BID
STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BID COMPLY OR DO NOT COMPLY WITH THE REQUIREMENT OF THE SPECIFICATION	STATE: COMPLY or NOT COMPLY

5.	DESIGN AND CONSTRUCTION	
5.1.	PHYSICAL CHARACTERISTICS	
5.1.1.	Length overall: 3.5 meters (approximate) Specify: _____	State: _____
5.1.2.	Width: 1.27 meters (approximate) Specify: _____	State: _____
5.1.3.	Height: 1.23 meters (approximate) Specify: _____	State: _____
5.1.4.	Dry weight: 371 kg (approximate) Specify: _____	State: _____
5.1.5.	Storage capacity: 108 Litres (approximate) Specify: _____	State: _____
5.1.6.	Rider capacity: 2 persons, one patient on rescue sled	State: _____
5.1.7.	Engine Type: 4-cylinder, 4-stroke, DOHC	State: _____
5.1.8.	Displacement: 1.812 cc (or similar)	State: _____
5.1.9.	Cooling system: Water-cooled, open loop	State: _____


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DESCRIPTION

PARTICULARS OF BID

STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BID COMPLY OR DO NOT COMPLY WITH THE REQUIREMENT OF THE SPECIFICATION

**STATE:
COMPLY
or
NOT COMPLY**

5.1.10.	Pump type: 160 mm Axial Flow Specify: _____	State: _____
5.1.11.	Fuel supply system: Electronic Fuel Injection, E10 compatible	State: _____
5.1.12.	Lubrication system: Dry sump	State: _____
5.1.13.	Oil capacity: As per manufacturer's specification Specify: _____	State: _____
5.1.14.	Fuel Capacity: 70 litres (approximate) Specify: _____	State: _____
5.1.15.	Transmission / Propulsion: Including a reverse system	State: _____
5.2.	HULL	
5.2.1.	The hull type for the vessels shall be a typical "V" mono hull with the following physical features:	State: _____
5.2.2.	The "V" configuration shall be a constant "V" for the complete length of the vessel.	State: _____
5.2.3.	The hull strakes of the vessels shall be provided integral with the hull.	State: _____
5.2.4.	The SAMSA registration number is to be affixed to the vessel fore part above the hull in a colour which is visible at a distance of not less than 100 metres.	State: _____


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DESCRIPTION

PARTICULARS OF BID

STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BID COMPLY OR DO NOT COMPLY WITH THE REQUIREMENT OF THE SPECIFICATION

**STATE:
COMPLY
or
NOT COMPLY**

5.2.5.	The word "POLICE" shall be affixed to the hull Port and Starboard Amidships respectively and in a colour visible at a distance of not less than 100 metres.	State: _____
5.3.	HULL LAY-UP	
5.3.1.	The glass-reinforced plastic (GRP), also known as fiberglass, lay-up of the hull and internal structure shall meet the minimum standards specified in paragraph 2 above.	State: _____
5.3.2.	The hull shall be filled using a high quality closed cell foam. This shall be sufficient to comply with South African Maritime Safety Authority (SAMSA) minimum reserve flotation requirements.	State: _____
5.4.	THE DECK	
5.4.1.	The deck shall have a surface with a non-slip finishing to it, which is not pre-moulded and which will not be affected by fuel or oil or bodily fluids.	State: _____
5.5.	ENGINE INSTRUMENTATION	
5.5.1.	Provision on the console panel shall be made for the standard PWC instrumentation.	State: _____
5.5.2.	An hour-meter must be fitted for each PWC, indicating the running hours of the PWC.	State: _____
5.6.	BATTERIES	
5.6.1.	One rechargeable marine lead-acid battery shall be supplied for the vessel.	State: _____
5.6.2.	The batteries shall be securely housed.	State: _____


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PARTICULARS OF BID

STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BID COMPLY OR DO NOT COMPLY WITH THE REQUIREMENT OF THE SPECIFICATION	STATE: COMPLY or NOT COMPLY
---	--------------------------------------

5.6.3.	The batteries shall be accessible for maintenance.	State: _____
5.7.	WIRING	
5.7.1.	The electrical system shall be fully insulated.	State: _____
5.7.2.	All cables shall be properly secured so as to prevent chaffing.	State: _____
5.8.	LOOSE ITEMS	
5.8.1.	The following items shall be supplied with the vessel:	State: _____
	a) Safety equipment required for Category E vessels as per the document referred in paragraph 2.1 above.	State: _____
	b) A SAMSA approved Personal Flotation Device / Buoyancy Aid shall be provided for two (2) crew per vessel, plus one patient.	State: _____
	c) Vessel and engine covers. Covers shall be weather and water proof, the cover shall allow for the circulation of fresh air and the escape of hot air from underneath the sail.	State: _____
	d) One sled capable of transporting a patient, as approved by the manufacturer of the PWC, for each PWC.	State: _____
5.9.	NAME PLATE	
5.9.1.	A name plate showing the Model number, Manufacturers Serial number and Date of Manufacture shall be securely fixed to the vessel.	State: _____


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DESCRIPTION		PARTICULARS OF BID
STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BID COMPLY OR DO NOT COMPLY WITH THE REQUIREMENT OF THE SPECIFICATION		STATE: COMPLY or NOT COMPLY
5.9.2.	The plate shall be made of a material, which shall not deteriorate.	State: _____
5.10.	MATERIALS, PROCESSES AND PARTS	
5.10.1.	SAMSA Marine Circular No. 13 of 2007, Rules and Regulations as well as the Merchant Shipping Act, 1951 (Act 57 of 1951) - Merchant Shipping (National Small Vessel Safety) Regulations 2007 for the construction of small craft, shall apply.	State: _____
5.10.2.	Where compliance with the Marine Circular is not applicable, materials and processes will be in accordance with good marine practice and subject to SAPS approval.	State: _____
5.10.3.	All metal fixtures and fittings used on-board shall be 316-grade stainless steel unless otherwise stated and protruding bolts shall be covered with stainless steel dome nuts preventing injury. Sharp edges shall not be allowed.	State: _____
5.10.4.	All voids, air bubbles, gel coat defects or other defects, shall be repaired to the satisfaction of the client. Where, in the opinion of the SAPS, the number of defects are too numerous, the vessel shall be rejected.	State: _____
5.10.5.	All equipment installations shall be in accordance with the respective supplier instructions and recommendations.	State: _____
6.	QUALITY ASSURANCE	
6.1.	RESPONSIBILITY FOR INSPECTION:	
6.1.1.	The responsibility for inspection shall be as follows:	


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DESCRIPTION	PARTICULARS OF BID
STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BID COMPLY OR DO NOT COMPLY WITH THE REQUIREMENT OF THE SPECIFICATION	STATE: COMPLY or NOT COMPLY
6.1.2. Except otherwise specified in the contract or purchase order, the supplier shall use their own or any other facilities within the RSA suitable for the performance of the inspection and test requirements specified herein, unless disapproved of by the SAPS.	State: _____
6.1.3. The SAPS reserves the right to perform any of the inspections as deemed necessary to assure supplies and services conform to prescribed requirements at the client's expense.	State: _____
6.2. Quality assurance shall be carried out by the SAPS nominated appointees in accordance with the requirements of the document referenced under paragraph 2.	State: _____
7. DOCUMENTATION	
7.1. SYSTEM DIAGRAMS AND DETAILS	
7.1.1. The supplier shall supply the following information on delivery:	
a) An items list indicating components, materials, part numbers and suppliers.	State: _____
b) Manuals as supplied by the manufacturers / suppliers of bought out equipment shall be provided for the satisfactory operation and maintenance of all fitted equipment.	State: _____
7.2. DELIVERY DOCUMENTATION	
7.2.1. The following documentation shall be available at delivery:	
7.2.2. The suppliers shall supply a generic buoyancy calculation form for each vessel.	State: _____


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POLICE SERVICE: EASTERN CAPE PROVINCE**

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DESCRIPTION	PARTICULARS OF BID
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STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BID COMPLY OR DO NOT COMPLY WITH THE REQUIREMENT OF THE SPECIFICATION	STATE: COMPLY or NOT COMPLY
---	--------------------------------------

7.2.3.	The vessels SAMSA registration number is to be obtained from the SAPS before the vessels are submitted to SAMSA for survey.	State: _____
7.2.4.	The supplier shall supply an initial Local General Safety Certificate (LGSC) with each PWC, in the name of the SAPS and bearing the relevant SAPS furnished number.	State: _____
	a) The PWC will be certified as a Category E vessel.	State: _____
	b) The initial LGSC issuing process is at the cost of the supplier.	State: _____
7.2.5.	The vessels and equipment shall be supplied with a Delivery Certificate of Conformance which shall contain the following:	State: _____
	a) Certificate of Conformance Reference No.	State: _____
	b) Date of Issue.	State: _____
	c) Scope.	State: _____
	d) Reference to applicable order.	State: _____
	e) Reference to applicable Technical Data and Specification.	State: _____
	f) Mass Certification.	State: _____
	g) Vessel Serial Number.	State: _____
	h) Contractors address, name and signature.	State: _____


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POLICE SERVICE: EASTERN CAPE PROVINCE**

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DATE: 2022-07-11

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DESCRIPTION	PARTICULARS OF BID
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STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BID COMPLY OR DO NOT COMPLY WITH THE REQUIREMENT OF THE SPECIFICATION	STATE: COMPLY or NOT COMPLY
---	--------------------------------------

	i) SAPS representative's name and signature upon acceptance.	State: _____
7.2.6.	The documents shall be delivered to the SAPS representative at the time of final acceptance.	State: _____
7.2.7.	The SAPS reserves the right to verify and check the results of such item to determine the validity of the certification.	State: _____
8.	ACCEPTANCE INSPECTION	
8.1.	The supplier shall comply with the SAPS generated factory and water acceptance trial forms, based on this specification, for the final acceptance.	State: _____
8.2.	On completion of the vessels an inspection and trials shall be carried out against the trial forms. A Certificate of Conformance shall accompany this documentation.	State: _____
8.3.	The inspection and trials shall be conducted by the SAPS end user (Eastern Cape senior vessel handler) and SAPS nominated appointees, together with the supplier.	State: _____
8.4.	Unless otherwise stated the supplier shall be responsible for the working of the supplied machinery and provision of staff necessary for handling the vessels during all trials or to render assistance at surveys or inspection by the SAPS end user.	State: _____
8.5.	Any defects in material, build quality, or deviations from the specification shall be rectified at the supplier's expense.	State: _____
8.6.	The supplier shall also be responsible for arranging for the attendance of representative(s) of the equipment by manufacturers at the trails where necessary.	State: _____


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SECTION HEAD: EMERGENCY RESPONSE SERVICES
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**SPECIFICATION FOR RESCUE CRAFT'S (PWC'S) FOR USE BY THE SOUTH AFRICAN
POLICE SERVICE: EASTERN CAPE PROVINCE**

SPEC 2022/1

DATE: 2022-07-11

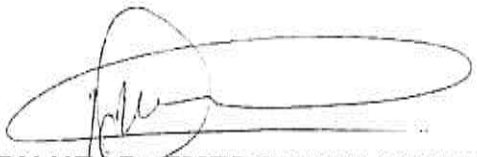
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DESCRIPTION	PARTICULARS OF BID
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STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BID COMPLY OR DO NOT COMPLY WITH THE REQUIREMENT OF THE SPECIFICATION	STATE: COMPLY or NOT COMPLY
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8.7.	Any defects / deviations found against this document shall be repaired or resolved before final release. If the defects or deviations are too numerous, then the PWC will be rejected.	State: _____
9.	ACCEPTANCE TESTS	
9.1.	The following inspection, test and trials will be conducted:	
9.1.1.	Propulsion trials, including surf handling in sea state 3, the PWC must operate effectively in surf conditions with wave height up to three (3) metres.	State: _____
9.1.2.	Steering trials, the PWC must handle the surf and be able to punch a wave as well as ride in a following sea.	State: _____
9.1.3.	Electrical system trials, the electrical system must prove it is water proof, verifying compatibility with the supplied IP rating.	State: _____
9.1.4.	Trailer interface trials, including potential damage when loading the PWC. The trailer nose weight will be assessed.	State: _____
9.1.5.	Launching and recovery trials, including launching and recovery from a slipway as well as beach conditions.	State: _____
10.	DELIVERY	
10.1.	The end user shall collect the complete vessel with all specified loose items from the supplier. A checklist for collection shall be provided by the supplier.	State: _____


SECTION HEAD: EMERGENCY RESPONSE SERVICES
EH MAHLABANE
2022-08-04

BRIGADIER

SPECIFICATION FOR ROAD TRAILER FOR A RESCUE CRAFT (PWC) MINIMUM SIZE 3.5 METRES FOR USE BY THE SOUTH AFRICAN POLICE SERVICE: EASTERN CAPE PROVINCE


SPEC 2022/01

DATE: 2022-07-11

REV: 001

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DESCRIPTION		PARTICULARS OF BID
STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BID COMPLY OR DO NOT COMPLY WITH THE REQUIREMENT OF THE SPECIFICATION		STATE COMPLY or NOT COMPLY
1.	SCOPE	
1.1.	This specification covers the manufacture and supply of a single axle trailer for the transportation of two (2) (Commonly referred to as a double water craft trailer) minimum size 3.5 metres Rescue Craft (Personal Water Craft, PWC) for the South African Police Service, Eastern Cape Province.	State: _____
2.	APPLICABLE DOCUMENTS	
2.1.	The latest issues and amendments of:-	
2.2.	ISO 2320 Torque Values.	State: _____
2.3.	SANS 728 Electroplated Coatings of Nickel and Chromium.	State: _____
2.4.	SANS 763 Hot-dip (Galvanized) Zinc Coatings.	State: _____
2.5.	SANS 1017/1018 Electrical Cables for Motor Vehicles.	State: _____
2.6.	SANS 1327 Electrical Connections for Towing and Towed Vehicles.	State: _____
2.7.	SANS 0214 The Design, Fabrication and inspection of articles for hot-dip galvanizing.	State: _____
2.8.	Road Traffic Act, 1996 (Act No. 93 of 1996)	State: _____
3.	COMPLETION OF DOCUMENTS:	
3.1.	Bidders shall explicitly state either "Comply" or "Do not Comply" regarding all the requirements outlined in this document.	State: _____


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SPECIFICATION FOR ROAD TRAILER FOR A RESCUE CRAFT (PWC) MINIMUM SIZE 3.5 METRES FOR USE BY THE SOUTH AFRICAN POLICE SERVICE: EASTERN CAPE PROVINCE

SPEC 2022/01

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DESCRIPTION	PARTICULARS OF BID
STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BID COMPLY OR DO NOT COMPLY WITH THE REQUIREMENT OF THE SPECIFICATION	STATE COMPLY or NOT COMPLY
4. GENERAL REQUIREMENTS	
4.1. The trailer shall be designed and capable of being towed on bad-country and dirt roads at speeds from 35 km/h across these roads and 100 km/h on tarred roads.	State: _____
4.2. All bolts, nuts and washers and fittings used in the construction shall be electroplated in accordance with specification SABS 728 (Severe Condition) with standard metric threads. It shall be torqued to the limitations specified in specification ISO 2320.	State: _____
5. CONSTRUCTION	
5.1. DIMENSIONS OF TRAILER	
5.1.1. The trailers shall be dimensioned to accommodate two (2) rescue craft (PWC) patrol and dive support vessels. The Trailer shall conform to the Road Traffic Act, 1996 (Act No. 93 of 1996).	State: _____
5.2. MASS (MAX)	
5.2.1. The laden and unladen mass shall be determined by the effective weight of each vessel respectively.	State: _____
5.3. MAIN FRAME AND FITTINGS	
5.3.1. The main frame shall be welded together and constructed so as to facilitate launching and recovery of the vessel. The trailer shall be a brake neck configuration to assist in the launching and recovery of the vessel.	State: _____
5.3.2. Fixed metal mudguards shall be provided above the wheels of the trailer. Sufficient travelling distance all round between the wheels and mudguards shall be provided for travelling over rough terrain.	State: _____
5.3.3. Rubber (or similar flexible material) protection flaps to be provided on the rear of the mudguards to prevent damage from stones flung up from the tires damaging the lights.	State: _____


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SPECIFICATION FOR ROAD TRAILER FOR A RESCUE CRAFT (PWC) MINIMUM SIZE 3.5 METRES FOR USE BY THE SOUTH AFRICAN POLICE SERVICE: EASTERN CAPE PROVINCE

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DESCRIPTION	PARTICULARS OF BID
STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BID COMPLY OR DO NOT COMPLY WITH THE REQUIREMENT OF THE SPECIFICATION	STATE COMPLY or NOT COMPLY
5.3.4. For this PWC vessel trailers, one marine type axle of sufficient strength (Steel axle with stainless steel collars, minimum carry weight 1500 Kg) shall be bolted onto semi elliptical springs.	State: _____
5.3.5. A rubber protected adjustable bow guard shall be fitted at the front part of the main frame to support the bow of the PWC to SAPS approval.	State: _____
5.3.6. A ball type trailer coupling of sufficient strength shall be supplied and fitted at the front end of the trailer.	State: _____
5.3.7. The laden mass at the ball type heavy duty trailer coupling towing height shall not exceed 75 kg. Electro zinc plated bolts with "nyloc" nuts shall be used to secure the coupling.	State: _____
5.3.8. The ball coupler must be of an approved type.	State: _____
5.3.9. A galvanized safety chain shall be fitted at the front end of the trailer. It shall be able to be hooked over the ball coupling of the towing vehicle to keep the towing vehicle and trailer attached if the coupling fails.	State: _____
5.3.10. A sturdy double jockey wheel shall be supplied and fitted. It shall be able to be retracted completely and be positively locked The wheel shall be prevented from turning in the horizontal position to prevent it from turning loose. It shall be able to keep the trailer in a horizontal position and be of sufficient strength to allow manhandling of the trailer in both laden and unladed conditions. The SAPS holds the right to accept or reject the supplied jockey wheel.	State: _____


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SPECIFICATION FOR ROAD TRAILER FOR A RESCUE CRAFT (PWC) MINIMUM SIZE 3.5 METRES FOR USE BY THE SOUTH AFRICAN POLICE SERVICE: EASTERN CAPE PROVINCE


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DESCRIPTION	PARTICULARS OF BID
STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BID COMPLY OR DO NOT COMPLY WITH THE REQUIREMENT OF THE SPECIFICATION	STATE COMPLY or NOT COMPLY
5.3.11. The PWC shall roll on to a minimum of three rollers per rescue craft on the supporting beams of the trailer.	State: _____
5.3.12. Two nylon braided tie down belts of no less than 40 mm in width with heavy duty ratchet adjustment buckles, for each PWC, shall be fitted at the rear of the trailer to secure the rear part of the vessels onto the trailer.	State: _____
5.3.13. A galvanized 8 mm link safety chain shall be fitted at the front of the trailer, for each PWC, to secure the front part of the PWC onto the trailer by making use of the eye fitted to the PWC. A restraining chain shall be fitted to secure the vessel from running forward in the case of heavy braking of the towing vehicle.	State: _____
5.3.14. Two U shaped 12 mm round bar handles welded to the position at the towage point to be determined by the SAPS.	State: _____
5.3.15. A manually operated winch with a working capacity of not less than 1000 Kg, for each PWC, shall be fitted with at least 3 bolts to a suitable foundation at the front of the main frame to winch each PWC onto the trailer.	State: _____
5.3.16. Each winch shall be fitted with a strap / cable of suitable strength and an electroplated self-locking hook for attachment to the PWC.	State: _____
5.3.17. A galvanized spare wheel with carrier shall be fitted to the trailer at a position which shall not interfere with the ground clearance or any part of the vessel in the stowage position	State: _____
5.3.18. The chassis of the trailer shall be hot-dipped galvanized.	State: _____
5.3.19. All wheel rims and tires for the trailer shall be a minimum size of 155/80/13 to carry the all-up weight, the rims shall be galvanized to prevent corrosion.	State: _____


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DESCRIPTION

PARTICULARS OF BID

STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BID COMPLY OR DO NOT COMPLY WITH THE REQUIREMENT OF THE SPECIFICATION

**STATE COMPLY
or
NOT COMPLY**

5.3.20.	A hydraulic jack, to lift the trailer with the vessels, and wheel spanner will be supplied with each trailer.	State: _____
5.3.21.	The trailer lights shall be fixed to the rear of the trailer in suitable housing right and left respectively, and be so placed as not to interfere with the launching and recovery of the vessel.	State: _____
5.3.22.	The right trailer light housing shall include a light which shall illuminate the number plate.	State: _____
5.3.23.	A sturdy bracket shall be fixed to the underside of the right trailer light housing to accommodate the number plate.	State: _____
5.3.24.	A water proof license holder shall be fixed to the trailer so as to be visible without dismantling the holder.	State: _____
5.3.25.	A weather proof plate shall be fixed to the trailer stating the vessels number and the office number of the end user.	State: _____
6.	ELECTRICAL SYSTEM	
6.1.	Note: The electrical system shall be 12 V DC supply and be in accordance with Road Traffic Act No. 93 of 1996.	State: _____
6.1.1.	ELECTRICAL REQUIREMENTS	
6.1.2.	A 7-pin trailer male connector, 12N7 type in accordance with specifications SANS 1327 shall be fitted onto the 7 - core cable. Stowage arrangement to be provided.	State: _____
6.1.3.	The following 12V waterproof commercial type SANS standard LED light fittings shall be supplied and fitted:	State: _____


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DESCRIPTION		PARTICULARS OF BID
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6.1.4.	Two indicator lights.	State: _____
6.1.5.	One number plate light.	State: _____
6.1.6.	Two combination stop/tail lights.	State: _____
6.1.7.	Protection to be supplied to prevent damage from stones flung up by the trailer wheels.	State: _____
7.	GALVANIZING SPECIFICATION	
7.1.	Galvanized items shall be galvanized in accordance with specification SANS 763.	State: _____
8.	ELECTROPLATED COATINGS	
8.1.	The axles with studs, nuts, fittings, etc. shall be electroplated in accordance with specification SANS 728 - Severe conditions, before assembly. All items not treated shall be clearly indicated as well as the type of plating with test methods.	State: _____
9.	ADDITIONAL SPECIFICATIONS	
9.1.	An axle manufacturer plate shall be fitted to the axle.	State: _____
9.2.	The tire pressure plates shall be in kPa and reflect the empty and laden masses on the trailers. These plates shall be riveted to the mudguards.	State: _____
9.3.	The supplier shall provide the SAPS with a manufacturers Certificate at time of delivery.	State: _____
10.	QUALITY ASSURANCE	


SECTION HEAD: EMERGENCY RESPONSE SERVICES
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SPECIFICATION FOR ROAD TRAILER FOR A RESCUE CRAFT (PWC) MINIMUM SIZE 3.5 METRES FOR USE BY THE SOUTH AFRICAN POLICE SERVICE: EASTERN CAPE PROVINCE

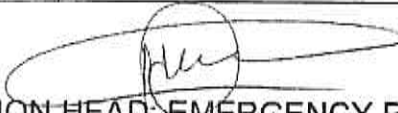
SPEC 2022/01

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DESCRIPTION		PARTICULARS OF BID
STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BID COMPLY OR DO NOT COMPLY WITH THE REQUIREMENT OF THE SPECIFICATION		STATE COMPLY or NOT COMPLY
10.1.	RESPONSIBILITY FOR INSPECTION:	
10.1.1.	Except otherwise specified in the contract or purchase order, the manufacturer shall use their own or any other facilities within the RSA suitable for the performance of the inspection and test requirements specified herein, unless disapproved of by the SAPS.	State: _____
10.1.2.	The SAPS reserves the right to perform any of the inspections as deemed necessary to assure supplies and services conform to prescribed requirements.	State: _____
10.2.	SAPS QUALITY ASSURANCE ASSESSMENT:	
10.2.1.	Quality assurance shall be carried out by the SAPS nominated appointees end user (senior vessel handler) in accordance with the requirements of the document referenced under paragraph 2 above.	State: _____
11.	DOCUMENTATION	
11.1.	SYSTEM DIAGRAMS AND DETAILS	
	The manufacturer shall supply the following information with the trailer.	
11.1.1.	A general arrangement drawing showing the general configuration and position of all fittings.	State: _____
11.1.2.	An items list indicating components, materials, part numbers and suppliers.	State: _____
11.1.3.	Manuals as supplied by the manufacturers/suppliers of bought out equipment shall be provided for the satisfactory operation and maintenance of all fitted equipment.	State: _____
11.2.	DELIVERY AND QUALITY ASSURANCE DOCUMENTATION	
11.2.1.	The trailer shall be issued with a road worthy certificate, issued shortly before delivery, allowing SAPS to register the trailer after final acceptance.	State: _____


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SPECIFICATION FOR ROAD TRAILER FOR A RESCUE CRAFT (PWC) MINIMUM SIZE 3.5 METRES FOR USE BY THE SOUTH AFRICAN POLICE SERVICE: EASTERN CAPE PROVINCE

SPEC 2022/01

DATE: 2022-07-11

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DESCRIPTION

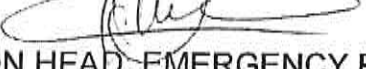
PARTICULARS OF BID

STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BID COMPLY OR DO NOT COMPLY WITH THE REQUIREMENT OF THE SPECIFICATION

**STATE COMPLY
or
NOT COMPLY**

11.2.2.	The documents shall be delivered to the SAPS at the time of delivery.	State: _____
11.2.3.	The SAPS reserves the right to verify and check the results of such items to determine the validity of the certification.	State: _____
12.	PREPARATION FOR DELIVERY	
12.1.	ACCEPTANCE INSPECTION	
12.1.1.	The manufacturer shall comply with the SAPS generate Factory and Road Acceptance trial forms for the Final Acceptance and they shall be based on this specification.	State: _____
12.1.2.	On completion of the trailer an inspection and trails shall be carried out against the approved trail forms.	State: _____
12.1.3.	The inspection and trails shall be conducted by the SAPS together with the manufacturer.	State: _____
12.1.4.	Unless otherwise stated the manufacturer shall be responsible for the working of the supplied machinery and provision of staff necessary for handling the trailer during all trails or to render assistance at surveys or inspection by the SAPS representatives.	State: _____
12.1.5.	Any defects in material, build quality, or deviations from the specification shall be rectified at the manufacturer's expense. If the defects or deviations are too numerous, then the PWC trailer will be rejected.	State: _____
12.1.6.	The manufacturer shall also be responsible for arranging for the attendance of representative(s) of the equipment manufacturers at each of the trails where necessary.	State: _____
12.1.7.	Any defects/deviations found against this document shall be repaired or resolved before final release.	State: _____
12.1.8.	The trailer shall be issued with a road worthy certificate, issued shortly before delivery, allowing SAPS to register the trailer after final acceptance.	State: _____

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SPECIFICATION FOR ROAD TRAILER FOR A RESCUE CRAFT (PWC) MINIMUM SIZE 3.5 METRES FOR USE BY THE SOUTH AFRICAN POLICE SERVICE: EASTERN CAPE PROVINCE

SPEC 2022/01

DATE: 2022-07-11

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DESCRIPTION		PARTICULARS OF BID
STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BID COMPLY OR DO NOT COMPLY WITH THE REQUIREMENT OF THE SPECIFICATION		STATE COMPLY or NOT COMPLY
12.2.	ACCEPTANCE TESTS:	
	The following inspection, test and trials should be conducted.	
12.2.1.	Factory Inspection.	State: _____
12.2.2.	Towing trials.	State: _____
12.2.3.	Tyre pressure trials.	State: _____
12.2.4.	Electrical system trials.	State: _____
12.2.5.	Trailer interface trials.	State: _____
12.2.6.	Launching and recovery trials.	State: _____
13.	DELIVERY	
13.1.	The end user shall collect the complete vessel and trailer with all specified loose items from the manufacturer.	State: _____



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2022-08-04

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Annexure A

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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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
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19.	Assignment
20.	Subcontracts
21.	Delays in the supplier's performance
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23.	Termination for default
24.	Dumping and countervailing duties
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27.	Settlement of disputes
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29.	Governing language
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34.	Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

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

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

security

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

15. Warranty

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

may have against the supplier under the contract.

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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.