



KwaZulu-Natal– COMMUNITY SAFETY AND LIAISON

Invitation to Tender – DCSL SBD 07/2024 – SUPPLY, DELIVERY, INSTALLATION OF ONE (1) COMPARISON MICROSCOPES (BALLISTICS) , FULL TRAINING ALSO MUST BE PROVIDED

The Department reserves the right to **cancel the bid**.

Access to Bid Documents

Bid documents may be downloaded from the Departmental Website (www.kzncomsafety.gov.za) and e-Tender Portal (www.etenders.gov.za)

Queries:

Queries relating to bid document may be addressed to Mr A David or Mr N Mdabe on the following e-mail addresses: andrew.david@comsafety.gov.za or Ndumiso.mdabe@comsafety.gov.za

Compulsory Briefing Session

A compulsory briefing session will take place as follows:

Date – 03rd May 2024

Time: 10:30am

Venue- 415 Kingsway Road, Amanzimtoti, Forensic Science Laboratory

Closing of Bid:

The closing date and time for receipt of Tenders is on 16 May 2024 **AT 11H00**. Telegraphic, telephonic, telex, facsimile, e-mail, and late Tender Proposals will not be accepted. Bids must be deposited in the bid box specified below. Bids deposited in any other bid box and address will not be accepted.

Bid Box

179 JABU NDLOVU STREET
MONDI BUILDING
PIETERMARITZBURG

PLEASE NOTE THAT THIS BID IS SUBJECT TO SUPPLY CHAIN MANAGEMENT LEGISLATION AND THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY (DEC 2011), AND THE GENERAL CONDITIONS OF CONTRACT AS PRESCRIBED BY PROVINCIAL TREASURY.

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

		PAGES
PART A	INVITATION TO BID (SBD 1)	3
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	4
SECTION A	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID	5
SECTION B	REGISTRATION ON CENTRAL SUPPLIERS DATABASE	6
SECTION C	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS	7
PART C	PRICING SCHEDULE	8
SECTION D	PRICING SCHEDULE (SBD 3)	9-15
SECTION E	BIDDERS DISCLOSURE (SBD 4)	16-17
SECTION F	PREFERENCE POINTS CLAIM FORM (SBD 6.1)	18-27
SECTION G	CONTRACT FORM (SBD 7)	28-29
SECTION H	GENERAL CONDITIONS OF CONTRACT	30-38
SECTION I	SPECIAL CONDITIONS OF CONTRACT	39
SECTION J	AUTHORITY TO SIGN THE BID	40-44
	POPIA FORM	45-46
SECTION K	TERMS OF REFERENCE	47-72
SECTION L	BRIEFING SESSION CERTIFICATE	73
PART D	BID DISQUALIFYING FACTORS	74-77
ANNEXURE B	BIDDERS PAST EXPERIENCE	78

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SBD DCSL 07/2024	CLOSING DATE:	16/05/2024	CLOSING TIME:	11h00
DESCRIPTION	SUPPLY, DELIVERY, INSTALLATION OF ONE (1) COMPARISON MICROSCOPES (BALLISTICS) , FULL TRAINING ALSO MUST BE PROVIDED				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr N Mdabe		CONTACT PERSON	Mr RL Goniwe	
TELEPHONE NUMBER	0333419300		TELEPHONE NUMBER	0333419300	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Ndumiso.mdabe@comsafety.gov.za		E-MAIL ADDRESS	Luvuyo.goniwe@comsafety.gov.za	
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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[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 THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES	NO	<input type="checkbox"/>	<input type="checkbox"/>
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES	NO	<input type="checkbox"/>	<input type="checkbox"/>
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	YES	NO	<input type="checkbox"/>	<input type="checkbox"/>
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO IF				
THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.				

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:.....
 CAPACITY UNDER WHICH THIS BID IS SIGNED:.....
 (Proof of authority must be submitted e.g. company resolution)
 DATE:

SECTION A SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidder must initial each and every page of the bid document.

SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

**SECTION C DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS
CORRECT AND UP TO DATE**
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative), WHO
REPRESENTS (state name of bidder)
.....CSD Registration
Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE
BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT
AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR
DISQUALIFICATION OF THIS BID
FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE
AWARDED ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

PART C

PRICING SCHEDULE
(Goods/Service/Work)

NAME OF BIDDER:

CLOSING TIME: **11h00**

CLOSING DATE: 16/05/2024

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

BID NUMBER	DESCRIPTION	TOTAL BID PRICE IN RSA CURRENCY *(All applicable taxes included)
SBD 00/2023		

Amount in Words:

.....
.....
.....
.....

Official Company
Stamp

Signature

SECTION D

SBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	Unit Price	Total for each unit
1				
2				
3				
4				
SUB-TOTAL				
VAT AT 15%				
GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)				

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)

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

- Delivery basis

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

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

*Delete if not applic

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	Unit Price	Total for each unit
1				
2				
3				
4				
SUB-TOTAL				
VAT AT 15%				
GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)				

- Required by:.....
- At:.....
- Brand and model.....
- Country of origin.....

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

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

*Delete if not applicable

SBD 3.2

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE
ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt + \frac{D1}{100}R1t + \frac{D2}{100}R2t + \frac{D3}{100}R3t + \frac{D4}{100}R4t$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = **an** 85% of the original bid price. **Note that Pt must always be the original bid price and not escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	P PERCENTAGE OF BID PRICE

SBD 3.2

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

**PRICING SCHEDULE
(Professional Services)**

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and R..... including all expenses inclusive of all applicable taxes for the project.
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

PERSON AND POSITION	HOURLY RATE	DAILY RATE
.....		R.....
.....		R.....
.....		R.....
.....		R.....
.....		R.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....	R.....
.....
.....	... days
.....	R.....
.....
.....	... days
.....	R.....
.....	days

- 5.1. Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....
.....			R.....

TOTAL: R.....

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

Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R
.....			R
.....			R
.....			R
.....			R
.....			R

TOTAL: R.....

- 6. Period required for commencement with project after acceptance of bid
- 7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract? *YES/NO

- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
-
-
-
-
-

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –
(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –
(INSERT NAME OF CONTACT PERSON)

Tel:

SECTION E

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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?

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.

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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.

SECTION F

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black People		
Black Women		
Black Persons with Disability	20	
Promotion of Black Youth		
Black Military Veterans		
Local Content & Production		
TOTAL	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]

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

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

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



KWAZULU-NATAL PROVINCE

COMMUNITY SAFETY AND LIAISON
REPUBLIC OF SOUTH AFRICA

ANNEXURE A1-SCM PREFERENCE POINTS CLAIM FORM

Private Bag X454, Pietermaritzburg, 3200 SCM
179 Jabu Ndlovu Street, Pietermaritzburg, 3200
Tel: 033- 341-9300 Fax: 033- 342-6345

SUPPLY CHAIN MANAGEMENT PREFERENTIAL PROCUREMENT POINTS CLAIM FORM – 80/20 Preference points claim form.

Name of Company: _____ CSD NUMBER: _____

No	Preferential Goals		Allocation of points	Points Claimed by Supplier	Evidence documents Submitted Y/N Supplier to complete	SCM Officials Scoring based on evidence produced
1.	Black People					
2.	Black Women					
3.	Black Persons with Disabilities		20			
4	Promotion of Black Youth					
5	Black Military Veterans					
6	Local Content & Production					
	Total Score Achieved					

All Bids will be evaluated based on 80/20, where 80 is the price and 20 is preferential specific goals.

DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



Evidence documents required to be submitted by the supplier to claim points.

1. Preference points allocated for **black women** may be claimed if there is sufficient evidence that such woman has ownership of 51% or more of the enterprise shareholding.
2. Preference points allocated for **persons with disabilities**. A letter from Registered Medical Practitioner should be produced that indicates proof of disability.
3. Preference points allocated for **promotion of black youth** may be claimed if there is sufficient evidence that such black youth has ownership of 51% or more of the enterprise shareholding.
4. Preference points allocated for promotion of **Military Veterans**. Proof must be submitted that the supplier is registered on the Military Veteran database.
5. Preference points allocated for promotion of **black people** may be claimed if there is sufficient evidence that such **black people** have ownership of 51% or more of the enterprise shareholding.

A bidder must complete and sign the SCM preference points claim form(Annexure A).
Means of verification (BBEE certificate ,sworn affidavit ,CIPC or other supporting documentation.

Definition of Black People: Has the meaning assigned to it in Section 1 of the Broad- Based Black Economic Empowerment Act: Black people means African, Indians & Coloured people.

EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent;</p> <p style="padding-left: 40px;">or</p> <p>(b) who became citizens of the Republic of South Africa by naturalization-</p> <p style="padding-left: 40px;">I. before 27 April 1994; or</p> <p style="padding-left: 40px;">II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013, □ Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

- I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
- The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/____

Stamp

_____ **Signature of Commissioner of Oaths**

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (c) who are citizens of the Republic of South Africa by birth or descent; or (d) who became citizens of the Republic of South Africa by naturalisationi- III. before 27 April 1994; or IV. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	“Black Designated Groups means: (f) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (g) Black people who are youth as defined in the National Youth Commission Act of 1996; (h) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (i) Black people living in rural and under developed areas; (j) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013, Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%

- Black Disabled % = _____ %
- Black Unemployed % = _____ %
- Black People living in Rural areas % = _____ %
- Black Military Veterans % = _____ %
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/____

Stamp

_____ **Signature of Commissioner of Oaths**

CONTRACT FORM – GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1

2

SBD 7.1

CONTRACT FORM – GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

	<p>WITNESSES</p> <p>1</p> <p>2</p> <p>DATE:</p>
--	---

SECTION H
GENERAL CONDITIONS OF CONTRACT

i. Definitions

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 anything 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.

ii. Application

- 1.1 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.
- 1.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 1.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

iii. General

1.1 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.

1.2 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

iv. Standards

4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

v. Use of contract documents and information; inspection.

4.1 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.

4.2 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.

4.3 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.

4.4 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.

vi. 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 security

1.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

1.2 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.

1.3 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:

8. 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

9. a cashier's or certified cheque

1.4 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.

2. Inspections, tests and analyses

- 2.1 All pre-bidding testing will be for the account of the bidder.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 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

- a. 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.
- b. 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.

2. Delivery and documents

- a. 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.
- b. Documents to be submitted by the supplier are specified in SCC.

3. Insurance

- a. 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.

4. Transportation

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

5. Incidental Services

- a. 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.

- b. 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.

6. Spare parts

- a. 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.

7. Warranty

- a. 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.
- b. 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.
- c. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

- d. 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.
- e. 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.

8. Payment

- a. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- b. 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.
- c. 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.
- d. Payment will be made in Rand unless otherwise stipulated in SCC.

9. Prices

- a. 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.

10. Contract amendments

- a. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

11. Assignment

- a. 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.

12. Subcontracts

- a. 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.

13. Delays in the supplier's performance

- a. 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.
- b. 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.
- c. 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.
- d. 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 available.
- e. 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.

- f. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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.

14. Penalties

- a. 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.

15. Termination for default

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- a. the name and address of the supplier and / or person restricted by the purchaser;
 - b. the date of commencement of the restriction
 - c. the period of restriction; and
 - d. the reasons for the restriction.
- i. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- g. 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.

16. Anti-dumping and countervailing duties and rights

a. When, after the date of bid, provisional payments are required, or antidumping 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.

17. Force Majeure

a. 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.

b. 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.

18. Termination for insolvency

a. 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.

19. Settlement of Disputes

a. 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.

b. 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.

c. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

d. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

e. 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.

20. Limitation of liability

a. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
i. 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

- ii. 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.

21. Governing language

- a. 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.

22. Applicable law

- a. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

23. Notices

- a. 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
- b. 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.

24. Taxes and duties

- a. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- b. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- c. 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.

25. National Industrial Participation (NIP) Programm

- a. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

26. Prohibition of Restrictive practices

- a. 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).
- b. 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

SECTION I SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

The offers must remain valid for a period of 90 days from the closing date of the submission of bids.

1. CONTRACT PERIOD

1.1 The contract is ad hoc / once off.

2. EVALUATION CRITERIA

There are three stages in the selection process, namely,

- a) Stage one: Administrative Compliance
- b) Stage two: Functionality Criteria
- c) Stage three: Price and specific goal

Ensuring that bids comply with administrative Compliance and the price and specific goal.

2.1. Stage 1 - Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents viz , Sections A to Section L

Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid

2.2 Preferential Point Evaluation

2.1.1. This bid will be evaluated using the 80/20 preference point system.

3. BID APPEAL TRIBUNAL

PLEASE NOTE:

Any appeals regarding the award of this bid should be lodged within 5 working days from the date of the publication of bid results in the E TENDERS website may be down loaded from the website www.etenders.gov.za.

The address provided for the lodging of appeals is:

The Chairperson Bid Appeals Tribunal Private Bag X9082 Pietermaritzburg 3200

FAX NO.: (033) 897 4501

SECTION J

AUTHORITY TO SIGN A BID

BIDDERS MUST COMPLETE THE RELEVANT APPLICABLE SECTION: A, B, C, D, E, F & G HEREUNDER

A. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20..... at

.....Mr/Ms....., whose

signature appears below, has been authorised to sign all documents in connection with this bid

on behalf of (Name of Close Corporation)

.....

SIGNED ON BEHALF OF CLOSE CORPORATION: (PRINT NAME)

IN HIS/HER CAPACITY AS **DATE:**

SIGNATURE OF SIGNATORY:

WITNESSES:

1.

2.

B. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.....20....., Mr/Mrs.....

..... (whose signature appears

below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES:

1.

2.

C. SOLE PROPRIETOR (ONE – PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am the

sole owner of the business trading as

.....

.....
SIGNATURE

.....
DATE

D. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....
.....
.....
.....

We, the undersigned partners in the business trading as.....

hereby authoriseto sign this bid as well as any

contract resulting from the bid and any other documents and correspondence in connection

with this bid and /or contract on behalf of

.....

SIGNATURE	SIGNATURE	SIGNATURE
------------------	------------------	------------------

.....

DATE	DATE	DATE
-------------	-------------	-------------

E CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20..... at

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of co-operative).....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES:

1.

2.

F JOINT VENTURE

If a Bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of the enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....,

Mr/Mrs....., Mr/Mrs.....

Mr/Mrs..... and Mr/Mrs..... (whose signatures appears below) has been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE:

DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE:

DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE:

DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE:

DATE:

G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of concerned enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20.....,

Mr/Mrs..... and Mr/Mrs..... (whose signatures appears below) has been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium)

IN HIS/HER CAPACITY AS:

SIGNATURE:

DATE:



ANNEXURE D - SUPPLY CHAIN MANAGEMENT NOTICE

PROTECTION OF PERSONAL INFORMATION ACT, 2013

DECLARATION BY PROSPECTIVE SUPPLIERS / SERVICE PROVIDERS

The Department of Community Safety and Liaison (hereafter 'the department') and its employees collect and process the personal information of prospective suppliers or service providers for purposes of supply chain management, including, but not limited to, –

- *evaluating and adjudicating quotations or bids;*
- *communication with suppliers or service providers;*
- *drafting contracts such as Service Level Agreements;*
- *contract management;*
- *taking appropriate action in the event of any breach of contract;*
- *payment of invoices; and*
- *compiling reports.*

The personal information may also be disclosed or processed when –

- *the department has a duty or a right to disclose same in terms of any law; or*
- *it is necessary to protect the rights of the department.*

I declare that all the information provided (including any attachments) is complete and correct to the best of my knowledge. I understand that -

- *the supply of this information is mandatory in order to evaluate the quotation or bid in pursuance of the request for quotation or tender;*
- *failure to supply same would result in disqualification; and*
- *any false information may result in criminal prosecution and/or being reported to Treasury.*

The personal information collected may be shared with and processed by –

- *the BAS system and administrators of the system;*
- *the Provincial and National Treasury;*
- *the State Information Technology Agency;*
- *the Auditor-General;*
- *Law enforcement agencies;*
- *the South African Revenue Services;*
- *Provincial Archives; or*
- *any other Organs of State for purposes of performing their public functions or their agents.*

I acknowledge that any personal information shall be retained for a period of years before being destroyed by the Provincial Archives. I accept that the processing of the personal information shall be in accordance with the Protection of Personal Information Act, 2013 and shall be for any one or more of the following purposes:

- *processing necessary for supply chain management;*
- *processing in pursuance of an obligation imposed by law on the Public Service;*

- *processing in order to protect a legitimate interest of mine / the company;*
- *processing necessary for the proper performance of a public law duty of the Public Service; or*
- *processing necessary for pursuing the legitimate interests of the Public Service or of a third party to whom the information is supplied.*

I hereby consent to the processing of personal information in accordance with the Protection of Personal Information Act, 2013 and I acknowledge that I have the right to –

- *access to and the right to rectify the information collected;*
- *the right to object to the processing of personal information to protect a legitimate interest or processing that is necessary for the proper performance of a public law duty by a public body, on reasonable grounds relating to my particular situation, unless legislation provides for such processing; and*
- *lodge a complaint to the Regulator (complaints.IR@justice.gov.za).*

SIGNATURE (DULY AUTHORISED)

DATE

FULL NAMES:

COMPANY NAME:

SECTION K TERMS OF REFERENCE

DESCRIPTION OF ITEMS -

1. DESCRIPTION OF ITEMS – COMPARISON MICROSCOPE

1. BACKGROUND

- 1.1. The ballistic section of the forensic science laboratory in KwaZulu Natal requires a comparison microscope is used for microscopic examination of exhibits (bullets, cartridge cases, tools which are is used in during the commission of a crime.

2. OBJECTIVES

- 2.1 Supply and deliver a comparison microscope with camera attached connected to a desktop computer. Approximately 140 KG approximately (900x700x550(HxWxD) which is used to view two exhibits at the simultaneously through the ocular lenses on separate object stages through ocular lenses. Able to capture images of exhibits that are view under the microscopes as well as save images on the desktop.

SPECIAL TERMS AND CONDITIONS

DESCRIPTION OF ITEM -

INTRODUCTION

- (a) **Tenderers must ensure that they are fully aware of all the Terms and Conditions contained in this bid document.**

2. ACCEPTANCE OF BID

- 2.1. The Department is under no obligation to accept any bid.

3. AMENDMENT OF CONTRACT

- 3.1. Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties, subject to the Department Committee approval.

4. AWARD

- 4.1. The award is for Comparison Microscope as per attached specification and will be awarded to one (1) service provider.
- 4.2. Bidders must price for all items. Failure to comply will result in disqualification.
- 4.3. Bidders must complete SBD 6. Failure to comply will result in disqualification.

5. BASIS AND QUANTITIES

- 5.1. Quantities are reflected **Annexure A** of this bid document.

6. CERTIFICATE OF COMPLIANCE

- 6.1. Where applicable, it is mandatory for service providers to provide the applicable compliance Certificate/s as stipulated in Annexure A (E.g. SABS Approved)

7. CHANGE OF ADDRESS

- 7.1. Bidders must advise the Departments Supply Chain Management, Contract Administration should their ownership or address.
(*domicilium citandi et executandi*) details change from the time of bidding to the expiry of the contract.

8. COMPETENCY OF THE SERVICE PROVIDER

- 8.1. It shall be vital for the appointed supplier to have sufficient financial resources and capacity to finance and execute as per terms and conditions of the contract.

9. COUNTEROFFERS

9.1. Counteroffers shall not be considered.

10. DELIVERY AND PACKAGING

10.1. Basis of delivery: Delivery of goods shall be made as directed by the Department, as per attached Annexure C.

10.2. All deliveries must take place from Monday to Friday between 08h00 and 15h00.

10.3. In emergency cases, the Department of Agriculture and Rural Development reserves the right to request the successful bidder/s to effect deliveries at any given time including Saturdays, Sundays and public holidays.

10.4. The delivery performance of a contractor shall be closely monitored, and any subsequent orders shall only be issued to the contractor that has proved to be competent with their delivery performance.

10.5. Random inspection and sampling of items shall be conducted upon delivery to verify quantity and compare the item against the contract sample and any other quality accreditation that is prescribed.

10.6. It is the contractor's responsibility to offload the delivery vehicle.

10.7. Every order must be accompanied by a delivery note.

11. DELIVERY CONDITIONS

11.1. Delivery of products must be made in accordance with the instructions appearing on the official purchase order.

11.2. All deliveries or dispatches must be accompanied by a delivery note stating the official purchase order number against the delivery that has been affected.

11.3. In respect of items awarded to them, contractors must adhere strictly to the delivery periods stipulated by them in their bid document.

11.4. The instructions appearing on the official purchase order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.

11.5. The submitted invoice must be original.

11.6. Deliveries not complying with the order form shall be returned to the contractor at the contractor's expense.

11.7. No locally manufactured product may be substituted during the contract period with an imported product, and vice versa, without prior approval of the Bid Adjudication Committee.

12. DETAILS OF CONTRACTS AWARDED TO THE BIDDER (PAST/CURRENT) (ANNEXURE B)

12.1. The bidder must furnish the following details of verifiable past and current contracts.

(i) Date of commencement of contract/s;

(ii) Value per contract; and

(iii) Contract details. That is, with whom held, phone number and address/s of the companies.

13. ENTERING OF DEPARTMENTAL OFFICES

13.1. No representative from a company shall be permitted to enter Departmental premises, buildings or containers where stores are kept unless he/ she is accompanied by the responsible official in charge of stores.

14. EQUAL BIDS

14.1. If two or more bidders score equal total points in all respects, the award shall be decided by the drawing of lots.

15. INVOICING

15.1. The submitted invoice by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.

15.2. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

- (a) The name, address and registration number of the supplier.
- (b) The name and address of the recipient.
- (c) An individual serialized number and the date upon which the tax invoice is issued.
- (d) A description of the goods or services supplied.
- (e) The quantity or volume of the goods or services supplied.
- (f) The value of the supply, the amount of tax charged and the consideration for the supply; or
- (g) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

16. IRREGULARITIES

16.1. Companies are encouraged to advise the Department of Agriculture and Rural Development timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

17. JOINT VENTURES

17.1. Should this bid be submitted by a joint venture, the joint venture agreement must accompany the bid document before the closing date and time of the BID.

17.2. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.

17.3. The non-submission of a BBEE Certificate by a trust, consortium or joint venture shall result in zero (0) points being allocated for specific goal.

17.4. Each party to a Joint Venture/ Consortium must submit an original valid Tax Clearance Certificate together with the bid before the closing date and time of bid.

17.5. The joint venture or consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the joint venture or consortium, nomination of an authorised person to represent the joint venture or consortium in all matters relating to this bid and the details of the bank account for payments to be affected.

17.6. The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive.

18. LATE BIDS

- 18.1. Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
- 18.2. A late bid shall not be considered and, where practical, shall be returned unopened to the Bidder, accompanied by an explanation.

19. NOTIFICATION OF AWARD OF BID

- 19.1. The successful bidder shall be notified of the intention to award via an advert in the same media as the invitation to bid.

20. PAYMENT FOR SUPPLIES AND SERVICES

- 20.1. A contractor shall be paid by the Department in accordance with supplies delivered and services rendered.
- 20.2. Any query concerning the non-payment of accounts must be directed to the Department. The following protocol shall apply if accounts are queried:
- (i) Contact must be made with the officer-in-charge of the District Office;
 - (ii) If there is no response from the District Office, the Director: Finance must be contacted;
- 20.3. Information as contained on the Central Suppliers Database must be valid/ correct. Noncompliance with Tax Requirements shall affect payment.

21. PERIOD OF CONTRACT

- 21.1. The contract is ad hoc / once off.

22. QUALITY CONTROL/ TESTING OF PRODUCTS

- 22.1. The Department reserves the right to verify if the delivered items is non-compliant with the specification, the department reserves the right to reject those items. 22.2. If it is discovered that the items supplied is not in accordance with the specification, the following shall occur:

- (i) Replacement of non-compliant items with compliant items;
- (ii) Possible cancellation of (part of) the contract with the contractor;
- (iii) Reporting such negligence by the contractor to the provincial and national treasury for listing on the restricted suppliers' database.

23. SPECIAL CONDITIONS OF CONTRACT

- 23.1. The bid is issued in accordance with the provisions of the Public Finance Management Act (PFMA), Chapter 16 A of the Treasury Regulations and shall be subject to the provisions of the General Conditions of Contract. The special terms and conditions are supplementary to that of the General Conditions of Contract. Where, however, the special terms and conditions are in conflict with the General Conditions of Contract, the Special Terms and Conditions shall prevail.

24. SUPPLIERS DATABASE REGISTRATION

- 24.1. A bidder submitting an offer must be registered on the Central Suppliers Database at National Treasury. A bidder who has submitted an offer and is not registered on the Central Suppliers Database shall not be considered at the time of award. No pending registrations shall be considered.
- 24.2. A Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

NB: IF A BIDDER IS FOUND TO BE EMPLOYED BY THE STATE AND IS ON THE CENTRAL SUPPLIERS DATABASE, THE BIDDER SHALL BE DISQUALIFIED.

25. TAX AND DUTIES

- 25.1. During quotation stage, prices offered and paid must include all customs, excise and import duties, and any other tariffs or taxes levied by the government or statutory body having jurisdiction on the goods provided under this contract, including Value Added Tax (applicable at the current rate).

26. TAX COMPLIANCE PIN

- 26.1. The bidder must submit a valid Tax Compliance Pin with the bid. Bidders should note that their tax compliance status shall be verified through the Central Supplier Database and SARS.
- 26.2. Where a Tax Compliance Pin is not submitted with the bid, the Department shall use the Central Supplier Database to verify the tax matters of the bidder.

27. UNSATISFACTORY PERFORMANCE

- 27.1. Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- (i) The Departmental official shall warn the contractor in writing that action shall be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning, the official shall:
 - (a) Take action in terms of its delegated powers; and
 - (b) Make a recommendation to the Accounting Officer for cancellation of the contract concerned.
 - (ii) When correspondence is addressed to the contractor, reference shall be made to the contract number/item number/s and an explanation of the complaint.

28. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

28.1. The validity (binding) period for the bid shall be 90 days from close of bid. However, circumstances may arise whereby the Department may request bidders to extend the validity (binding) period. Should this occur, the Department shall request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request shall be done before the expiry of the original validity (binding) period.

29. VALUE ADDED TAX (VAT)

29.1. Bid prices must be inclusive of 15% VAT.

29.2. Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12-month period. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of the bid.

30. WARRANTY

30.1. The instrument shall be fully warrantied for a period of not less than 2 years. All costs involved in replacing defective parts (including spares, labour and travel) and which are incurred during this 2-year period will be covered by the supplier.

SPECIFICATIONS/ PRICE SCHEDULE

1	General requirements
1.1	The Ballistics Section of the Forensic Science Laboratory (FSL), South African Police Service (SAPS), requires the supply of comparison microscopes. The bidder must offer products as a term contract with a minimum of 3-year warranty and maintenance plan agreement. The service provider must also provide for an additional 3-year warranty and maintenance plan. The Department will request a quotation from the service provider for the additional 3-year warranty and maintenance plan.
1.2	The required items must be robust and be suitable to be used for routine Ballistics Analysis.
1.3	Due to the extreme productivity demand, items requested in this bid, it should be readily available at all times in quantities as expected for routine utilization
1.4	The support, by experienced service personnel, must be readily available. The installation, service and maintenance personnel must be factory trained engineers or technicians and written proof from the manufacturer confirming this. The documentation must be handed in as part of bid documentation. Dedicated service engineers/technicians must be available to service FSL needs as required. Details of relevant qualifications and experience of the locally available service personnel on the specified system must be provided with this bid reply, details and information of other support personnel must also be supplied as part of the bid documents.
1.5	A suitably trained service engineer must be able to be on-site to repair the problem or a response to the issue within one (1) working day (mission critical problems) or within three (3) working days for other problems of the relevant service call logged as well as order number being provided to the supplier. This includes any IT/controller support that may be required.
1.6	The products offered must have a useful and fully supported life of at least ten (10) years after commissioning. The bidder must provide a written statement from the original instrument manufacturer confirming this. The supplier commits to supplying original parts and will endeavour to keep the instrument operational for the full period.
1.7	A single bid price, including VAT, for a single complete system as specified, as well as additional components, services, accessories, training and parts that may be required to make the system fully operational, must be provided with the bid. Delivery must be included for the systems to the Laboratory.

Bidder requirements

Specifications			
1	The microscope system must consist of the following sub-systems:		
1.1	The microscope system stand:		
1.1.1	Act as the bridge carrier		
1.1.2	Mountings for the object stages		
1.1.3	Mountings for the various light sources		
1.1.4	Stand based microscope controls as part of the stand		
1.1.5	Carry handles or carry recesses		
1.1.6	Housing for the motorized Z-column		
1.1.7	Housing for the various system electronics		
1.1.8	Connectors for the communication/power cables/light systems to the various sub-systems of the microscope system		
1.1.9	Height-adjustable motorized column. Up/down functions be controllable through controls on the microscope stand/body and/or on a remote controlling system.		
1.1.20	The microscope attachments such as lights may not be on multiple column type structures that hinder or entangle the systems. Articulated arms must be used for attachments that can be moved with ease.		
1.2	Comparison bridge with the following:		
1.2.1	Binocular viewing port that is adjustable for up and down positions and for intra pupillary distances. The adjustments must accommodate most human anthropometric measurements/proportions.		
1.2.2	The Binocular viewing port must present an upright and non-reversed image, as if the observer looks directly at the object being examined		
1.2.3	The binocular eye piece lenses must be removable, must be focusable and allow for usage with eye glasses (rubber protection rings around the edges.		
1.2.4	Measurement reticules must NOT be installed into the eye pieces but must be supplied separately with the microscope system for selective usage		
1.2.5	Be equipped with a digital HD camera system – for specifications see point 1.7, mounted directly onto the bridge system through C-mounts or dedicated mounting designs.		
1.2.6	Equipped with a controllable objective lens system, one for each objective stage		
1.2.7	The lens system must allow for at least six magnification settings		
1.2.8	The eye piece and objective lens system must be capable to allow for $\pm 0.6x$ to $\pm 150x$ or better magnification range		
1.2.9	A set of macro lenses or lens attachments must be provided that will allow the comparison microscopes to be used for examining larger items on 1:1 ratio or		

	better. The lenses or lens attachments must act as a macro lens system allowing the area viewed to be the largest possible area for examination purposes. The purpose if not to magnify the image, the opposite is needed.		
1.3	Remote control unit capable of:		
1.3.1	X, Y, Z movement of motorized microscope object stages.		
1.3.2	Control of the system image magnification through lenses, when required by the system.		
1.3.3	Operate the microscope remotely from the control unit.		
1.3.4	Focusing control function for the lens systems		
1.3.5	Light control for illumination purposes		
1.3.6	Display information about the current microscope settings, preferably where the system is equipped with a display type controller.		
1.3.7	Allow for touch screen control functions where the system is equipped with a display type controller.		
1.3.8	Must form part of the microscope system in such a way that it can be accessed and moved out of the way with ease when the space is needed for usage.		
1.3.9	The controller must be able to store the last system settings to enable the operator to restore the system to the same settings when examinations are interrupted.		
1.4	LED, spot and other light illumination systems:		
1.4.1	Set of LED ring lights to be provided for each microscope object stages. The LED ring lights must be adjustable for illumination power ranges, LED on/off group adjustments.		
1.4.2	Power supply to the LED ring light system as part of the mounted system controls		
1.4.3	LED life of $\geq 30\ 000$ hours		
1.4.4	Power spot lights set, including removable focusing lens systems, power sources, cables, light guides, plugs and mounting brackets.		
1.4.5	Control unit for the power spot lights.		
1.4.6	Articulated arms must be supplied with each light source to attach the lights to the microscope system. The lights must be attached in such a manner to ease the operations of stage illumination.		
1.4.7	Fluorescent light illumination set with power source and control unit to be used when applicable		
1.4.8	Goose neck optical fiber guides must be supplied for all the light source points needed for cold spot light		

	sources, where applicable		
1.5	Two objects stages with:		
1.5.1	Rotatable platforms must be part of the object stage mounting system		
1.5.2	Articulated arm platform design to swing the object mount to the 90° position		
1.5.3	Slide units in the platforms to move larger mounted objects independently in the X, Y directions as part of the stage object stage articulation		
1.5.4	Rotatable ball joint for the object mounting stage in order to angle the stage		
1.5.5	Calibrated stage indicators for accurate movement control of object stage mountings		
1.5.6	Object stage micrometer type for precise control of each object mounting platform.		
1.5.7	Calibration plates (two units) for the microscope, ISO certified. The plates must be capable of very fine calibrations, ≤ 0.001 mm. Certificates must be included.		
1.5.8	All object stage surfaces must be reflection free black color.		
1.6	Accessory supplied with system:		
1.6.1	Accessory box supplier must include a minimum of:		
1.6.1.1	Pair of object clamps, universal clamps or better.		
1.6.1.2	Pair of holders for lock cylinders		
1.6.1.3	Pair of wire holders		
1.6.1.4	Pair of attachments for fixing bullets		
1.6.1.5	Pair of centering devices for bullets, flat mounts included		
1.6.1.6	Rubber mounting plates for fired bullets		
1.6.1.7	Pair of receptacles for deformed bullets		
1.6.1.8	Pair of cementing stages		
1.6.1.9	Pair of articulated holders		
1.6.1.10	Cylindrical cementing stages of various diameters, 4 mm to 10mm.		
1.6.1.11	Pair of spring mounts for hunting/shotgun cartridge cases		
1.6.1.12	The following cartridge case mounting capability:		
1.6.1.12.1	.22 caliber cartridge cases		
1.6.1.12.2	7,65 mm caliber cartridge cases		
1.6.1.12.3	9 mm caliber cartridge cases		
1.6.1.12.4	.45 caliber cartridge cases		
1.6.1.12.5	To hold items with a diameter of ≤ 30 mm		
1.6.1.12.6	10 mm caliber cartridge cases		
1.6.1.13	Three pairs of brush mounts for deformed cartridge cases (.22, 7,65 mm and 9 mm)		

1.6.1.14	Pair of larger brush mounts for shotgun cartridge cases.		
1.7	Digital camera system:		
1.7.1	High resolution HD cameras with ≥ 5 Mega Pixels or more, true resolution.		
1.7.2	Color as well as Black & White camera with video included in the system.		
1.7.3	The cameras must not generate noise/vibrations in the system		
1.7.4	Wide range of exposure times for various types of illumination, contrast and dark field work.		
1.7.5	Directly attached to the microscope bridge system.		
1.7.6	Latest communication cable link between the microscope system and the camera system.		
1.7.7	Have progressive scan capabilities.		
1.7.8	Fast live image/frame capturing capability		
1.8	The microscope system must be equipped with a control system that:		
1.8.1	Will control all the camera and microscope functions.		
1.8.2	Includes all software, cables, connectors and power supply cables for linking the various systems		
1.8.3	Have graphics capabilities to take pictures in full color as well as Black & White.		
1.8.4	Control the microscope and camera to take montage/stacked photographs for full 3D color imaging. Full depth map image with fast view capabilities		
1.8.5	Automated imaging acquisition with microscope control during process		
1.8.6	The controller must be fully compatible with the microscope controllers, the camera controllers and the software.		
1.8.7	The controller must already be equipped with the latest graphics cards and programs for image management.		
1.8.8	Be equipped with IT network communication card to link to LAN/VLAN/WAN networks for network printing of images and data backup. This includes the necessary software for such purposes		
1.8.9	All controllers must be factory original equipment (OEM) as part of the factory setup of the systems for a full plug and play solution. All systems must be pre-delivery tested and certified as fully functional. The system cannot be made up from parts sources from various suppliers. The complete system must be a turnkey solution fully setup to function fully on installation		
1.8.10	No controllers that are to be removable such as laptops, loose tablets or similar systems. All controllers must attached to the system through		

	brackets for security purposes		
1.8.11	Full documentation and brochures of the system must be included in the bid documents as well as with the systems delivered.		
1.8.12	The system must be equipped with anti-virus and malware software. This software must be upgraded with every service intervention and later as prescribed by the Service Level Agreement. The general rule will be an annual service intervention for each system or as and when services are required		
1.8.13	The controller screen must form part of the system in such a way that it does not limit the table space. It must be mounted in such a manner as to allow the operator to access it and move it out of the way for ergonomical reasons.		
1.8.14	All controller ancillaries such as key boards, mouse, pads etc must be stored in a tray of table compartment to clear table space for other purposes		
1.9	The microscope must be supplied with a motorized table that:		
1.9.1	Provides a stable platform to accommodate the microscope system as a single unit.		
1.9.2	Provides object trays for object management, with adjustability of tray(s).		
1.9.3	Provides mounts for the controller/computer display screen, with adjustability of the screen position (swing arm for example).		
1.9.4	Provides access tray or mount for the key board and mouse with adjustability to enable the operator ease of use and out of the way storage of the key board and mouse.		
1.9.5	Buttons for power on/off, controlled electrical up and down movement of the table height adjustment.		
1.10	The microscope lens system:		
1.10.1	Be equipped with lens system (turret or tele-centric) that is used for object observation		
1.10.2	The lens system must allow for at least six (6) pre-set magnification ranges. The magnifications must range between 0.6x to 150x or better.		
1.10.3	All lens systems must provide true magnification and in no way make use of any digital image reworking or enhancement. The light transmission must only be through an optical pathway.		
1.10.5	Must be distortion free to the edge of the image		

	viewed.		
1.10.6	Lens system must use lens coatings to limit light loss and provide clearest possible Apochromatic images.		
1.11	The microscope must be equipped with a system that:		
1.11.1	Control the image viewed through the eye pieces as well as on the display screen will display mixed sides, single sides of comparative sides as well as a super-imposed image.		
1.11.2	Manage lens diaphragm opening settings manually.		
1.11.3	One of the microscopes must be fitted with a second set of viewing eye pieces for training and mentoring purposes.		
1.11.4	All supplied plugs, multi/conversion plugs and electrical power supply cords (extension cords included) must be compatible with the South African electricity grid specifications and comply with all ISO and SABS standards. All items must be supplied with the equipment. Each system supplied must be equipped with an electricity surge protector for protection of the electricity systems.		
1.12	Warrantees and maintenance plan		
1.12.1	The Ballistics Section of the Forensic Science Laboratory (FSL), South African Police Service (SAPS), requires the supply of comparison microscopes. The bidder must offer products as a term contract with a minimum of 3-year warrantee and maintenance plan agreement. The service provider must also provide for an additional 3-year warrantee and maintenance plan. The Department will request a quotation from the service provider for the additional 3-year warrantee and maintenance plan.		
1.13	Documents:		
1.13.1	The bid documents must include all quality certification such as but not limited to ISO/TUV standards for the equipment suggested in the bid. The factory quality certification must also be included.		

1	Comprehensive training:		
1.1	<p>Comprehensive training must include a classroom (theoretical) part, a comprehensive practical part (including elementary maintenance, trouble shooting and different scenarios on how to use the comparison microscope and assessment thereof. The content of the learning must be approved by the Ballistics Section. The training pricing must be based on a minimum of thirty (30) learners per the initial training intervention. Training must be completed within 30 calendar days after the equipment is installed. Additional training interventions can be requested as part of this contract for the three year contract period. This must be included as an item on the pricing schedule. The following:</p> <ul style="list-style-type: none"> • No separate billing for the training • At least five (5) days planned for the training intervention 		
1.2	<p>The successful bidder must supply as a minimum the following to each and every learner in hard (printed) format:</p> <ul style="list-style-type: none"> • Training/ Learning Manual, including the standard operating plan • Facilitator guide (including what & how the practical training is planned and conducted) • Facilitator Power Point presentation • Assessor guide • Lesson plan • Assessment criteria • Classroom notes • Equipment Manual • Copies of relevant scientific articles and publications • Validation/ verification documentation • Approved standard operating procedure to be provided by the Division: Forensic Service (input to be provided by successful bidder and finalized by the Division: Forensic Services) 		
1.3	<p>The above mentioned training document shall be approved before the training commences. Any amendments requested must be affected by the bidder before the training commences. The bidder must provide after each training intervention a course report indicating the assessment outcome of each learner; problems or observations made by learners on</p>		

1.4	The training documents must be supplied in hard copy and also electronic format (must be able to edit) saved and to disc(s) to Quality Management for future training purposes.		
1.5	The successful bidder must be able to provide a sample certificate at equipment delivery through which the trained personnel are declared competent in the usage and operations of the equipment and various subsystems. The final certificate for the successful training must be issued to each person trained		
1.6	The bidder must indicate the duration of a complete training session, which includes the theoretical and practical part as well as the assessment (theoretical and practical part) thereof per training intervention. This must be filed under Appendix – Training and Training Schedule in the supplied bid proposal documents		
1.7	Unsuccessful learners, who fail marginally, must be given a short overview (“top-up”) and allowed another opportunity for assessment. For individuals that do not pass the training intervention, they must be provided one round of full-remedial training. The pricing structure must already include and reflect the “top-up” training in the schedule.		

1	Maintenance/Stock/Service:		
1.1	The successful bidder must be able to supply after sales service, spare parts and maintenance as an established component of the after sales services. The service provider must provide all the required technical support within 24 hours (one working day) after a mission critical service call was logged. Other service calls must be addressed within three (3) working days		
1.2	The bidder must provide proof of current stock for maintenance and servicing of their products in the local South African market. Full and reputable service by the trained and experienced technician for the usage of any of the items in this document must be readily available in South Africa.		
1.3	Suppliers of the equipment (where applicable for contract suppliers) must proof their track records in		

	handling, maintaining and provision of support for the specific type of equipment through documentation that must form part of the bid submission.		
1.4	The necessary maintenance manual (in printed format as well as an electronic copy) must be supplied		
1.5	Service dates must be indicated on the equipment as well as the next date for maintenance and calibration must be indicated on the equipment		
1.6	Bidder must provide a comprehensive list and prices of parts expected for routine replacement or known as common repair with VAT included (Expected life-time of parts stated). This must be filed under Appendix - as Parts in the supplied bid proposal documents.		
1.7	The bidder must separately supply and specify in detail the full particulars of the service and maintenance during the contract period. The contract will only be signed off if SAPS as client agree with the content of the document. This document must include all the services, calibration of equipment, consumables This must be filed under the Appendix's in the supplied bid proposal documents.		

General Requirements are as follows

Delivery and installation

1.1	Installation and delivery:		
1.1.1	The successful bidder must install the equipment within one week after delivery and all systems must be fully operational after installation. The bidder must supply their own moving equipment such as trolley and pallet jacks. They must also supply enough personnel/hands to do the work. Any damage to the facility during delivery and installation must be repaired by the supplier. A document under the company's letterhead must be supplied to the client on delivery containing all the serial numbers associated with the delivered equipment from the smallest to largest component. This must be done for each equipment piece supplied.		
1.1.2	The successful bidder will be responsible for the removal of all packaging material after the installation as well as cleaning the installation site.		
1.1.3	The bidder must be capable of delivering the items within a reasonable time frame after the order contract was awarded. Eight (8) weeks will be considered as a reasonable time for the delivery.		

1.1.4	The successful supplier must be able to do a presentation to the client to indicate the processes to be used during equipment delivery and installation as well as training planning.		
1.1.5	Bidders that are not normal authorised OEM dealers of the equipment must include original signed documents from the equipment agents or manufacturers authorising them to sell the equipment on their behalf. All agreements between the companies must be included to ensure the equipment sellers are in good standing with the equipment supplier/manufacturer. OEM manufacturers must be willing to continue supporting the equipment for the three (3) years if the contracted supplier's capability expires.		
1.1.6	The system presented in the bid must be fully supported by the supplier to ensure a functional life time of at least 10 years continually. This fact must be proven through documentation from the OEM manufacturer.		

Pricing and Payment

2.1	Pricing:		
2.1.1	Payment will be as follows		
2.1.1.1	Equipment and installation will paid as a single invoice payment. Full payment for on completion of the installation and training will only be made on the conclusion of the initial training plan. No separate billing for items will be considered.		

Software

3.1	Software:		
3.1.1	All original software discs used must be provided on CD/DVD for archiving for disaster recovery purposes. This includes the Operating Systems for the controllers/computers.		
3.1.2	Dust cover for complete microscope coverage (each system must be supplied with a cover) included in the bid.		

Delivery, Installation and Testing of the equipment

4.1	Delivery address:		
4.1.1	The microscopes must be delivered and installed at the Ballistics Section Forensic Science Laboratory Silverton laboratory		
4.2	Testing of Equipment/Bench Marking:		
4.2.1	All the equipment offered will be submitted to a bench mark process by the end user to determine if the comparison microscope system offered complies functionally with the Bid specifications.		
4.2.2	All potential bidders must be able to provide a comparison microscope unit that comply with the specifications for bench mark purposes, if requested during the process of this bid. This unit must be provided on a date as determined by the client at the prearranged location to be identified and communicated with the potential bidders. These systems will be tested for one (1) week to enable the client to determine the operational compliance of the systems. All potential bidders must be able to have at least one technical assistant available during the bench marking to help with technical aspects. This will happen after the bid submissions were made by the prospective bidders and this process will form part of the bid evaluations.		
4.2.3	An operation qualification (OQ) certificate must be issued for each system after installation was completed.		
4.2.4	A certificate, unique to each piece of equipment, must be issued that declare the equipment is fit for use , by the factory trained technician.		
4.3	Equipment verification/Validation:		
4.3.1	The bidder must provide the client during the supply of the equipment, with the necessary verification/validation documentation of the equipment for use in Ballistics related examinations.		
4.3.2	The bidder must make use of an International experienced expert in the field in Toolmark and Ballistics analysis (acceptable expert to the client) to perform the verification of the test methods, ensuring the equipment is functional for use in Ballistics examinations.		
4.3.3	After completion of preventative maintenance and service, inclusive OQ/PV and calibrations, the equipment falls under a warranty by the bidder for a three (3) year period that will include any ad-hoc corrective maintenance or repair requested along with parts for repair at no additional costs		
4.3.4	Where calibration of the equipment is performed as part of the preventative maintenance the bidder shall supply full calibration certificates, OQ/PV or service		

	certificates, which must be within scope of the calibration service provided by the bidder as accredited by International standards organizations such as, but not limited to ISO, TUV, ENSI etc. and indicated on the certification. All certificated will be available in English format		
4.3.4	Each microscope unit must be supplied with a book of life file with the relevant documents (certificates etc) already in the file during the delivery of the microscope equipment		

Section B

General Technical Requirements

Bidders Requirements

1	General requirements		
1.1	The Ballistics Section of the Forensic Science Laboratory (FSL), South African Police Service (SAPS), requires service contract for the comparison microscopes. The bidder will offer service contract as a term contract for a period of three (3) years as specified further herein. The comparison microscopes represent several manufacturers as well as models		
1.2	Due to the extreme productivity demand on the microscopes, the service contract should be readily available at all times to enable systems functionality during the contract period.		
1.3	The support, by experienced service personnel, must be readily available. The installation, service and maintenance personnel must be factory trained engineers or technicians and written proof from the manufacturer confirming this. The documentation must be handed in as part of bid documentation. Dedicated service engineers/technicians must be available to service FSL needs as required. Details of relevant qualifications and experience of the locally available service personnel on the		

	specified system must be provided with this bid reply, details and information of other support personnel must also be supplied as part of the bid documents.		
1.4	A suitably trained service engineer must be able to be on-site to repair the problem or address the issue within one (1) working day (mission critical problems) or within three (3) working days for other problems of the relevant service call logged as well as order number being provided to the supplier. This includes any IT/controller support that may be required.		
1.5	The services offered must fully the equipment for the contract period. The bidder must provide a written statement from the original instrument manufacturer confirming this. The supplier commits to supplying original parts and will endeavour to keep the instrument operational for the full contract period.		
1.6	A single bid price, including VAT, for the three year contract period as well as additional components/parts, services and accessories that may be required to make the system fully operational, must be provided with the bid.		

2	Maintenance/Stock/Service:		
Bidders compliance			
2.1	The successful bidder must be able to service, replace spare parts, calibrate and maintain comparison microscopes as full systems as an after sales services. The service provider must provide all the required technical support within 24 hours (one working day) after a mission critical service call was logged. Other service calls must be addressed within three (3) working days		
2.2	The bidder must carry stock of parts and systems that regularly need replacement and provide proof of current stock for maintenance and servicing of their products in the Forensic Science Laboratory		
2.3	Full and reputable service by the trained and experienced engineers\technician for the service/replacement of any of the items forming part of		

	the systems must be readily available in South Africa.		
2.4	Suppliers of the equipment (where applicable for contract suppliers) must proof their track records in handling, maintaining and provision of support for the specific type of equipment through documentation that must form part of the bid submission.		
2.5	The necessary maintenance manual (in printed format as well as an electronic copy) must be supplied		
2.6	Service dates must be indicated on the equipment as well as the next date for regular maintenance and calibration must be indicated on the equipment		
2.7	Bidder must provide a comprehensive list and prices of parts expected for routine replacement or known as common repair with VAT included (Expected life-time of parts stated). This must be filed under the Appendix's - as Parts in the supplied bid proposal documents.		
2.8	The bidder must separately supply and specify in detail the full particulars of the service and maintenance during the contract period. The contract will only be signed off if SAPS as client agree with the content of the document. This document must include all the services, calibration of equipment, consumables This must be filed under the Appendix's in the supplied bid proposal documents.		
2.9	The successful bidder will be responsible for:		
2.9.1	Clean the microscope equipment. This include but not limited to the stripping and cleaning all surfaces, object stages, lenses, drive systems etc		
	Evaluate the equipment for any problems but not limited to errors, malfunctions, breakages, electrical system, control systems, cameras, computers, plugs, wires etc		
	Replacement or fixing of systems that cannot be serviced/repaired, including dust covers where needed		
	Address the functionality of software		
	Oiling or lubrication of the required surfaces		
	Ensuring the systems are all returned to OEM specifications		
	Protection of full systems against electricity power spikes where not yet in place. This include the supply of the necessary electrical equipment per system		
	The handover of all replacement items to the Technical Managers of the Regional Laboratories for disposal purposes		
	Maintaining a full service schedule for the contract period, communicating service dates with the Regional Laboratories before interventions are undertook		

	React to service call-out requests outside the normal service dates when equipment become unusable due to breakages or any other occurrence.		
	Maintain the necessary qualified service personnel for the full contract period to ensure adequate equipment support as per requirement 2.1		

Delivery, installation

3.	Installation and delivery:		
3.1	The successful bidder must install the replacement parts/equipment within one week after part delivery and all systems must be fully operational after installation. A document under the company’s letterhead must be supplied to the client on delivery containing all the serial numbers associated with the delivered equipment from the smallest to largest component. This must be done for each equipment piece supplied.		
3.2	The bidder must be capable of delivering the parts for replacement within a reasonable time frame after item was identified for maintenance/repairs. Eight (8) weeks for orders from the manufacturer will be considered as a reasonable time for the delivery. Parts in stock must be delivered and installed within two working days.		
3.3	Bidders that are not normal authorised OEM dealers of the equipment must include original signed documents from the equipment agents or manufacturers authorising them to service/maintain the equipment on their behalf. All agreements between the companies must be included to ensure the equipment sellers are in good standing with the equipment supplier/manufacturer. OEM manufacturers must be willing to continue supporting the equipment for the three (3) years if the contracted supplier’s capability expires/comes to an end.		

Pricing and Payment

4	Pricing:		
4.1	The bidders must do a full pricing breakdown in the bid submission as mentioned in page 72.		
4.2	Bidders need to take yearly CPI index inflation, exchange rates etc into consideration in the pricing schedule as this will not be changed during the contract period. Services will be provided during the		

	three year period by the successful bidder without any additional costs for the South African Police Service.		
4.3	Payment will be as follows		
4.3.1	Equipment service, repair/maintenance installation and training will paid as a single invoice payment for each intervention. The full authorized funds allocation for payments will not exceed the tender contract amount. Separate billing for ad hoc parts/items/services will be considered if they form part of the original contract.		

Software

5	Software:		
5.1	All the various types of systems software needed to operate the comparison microscopes and control computers must be upgraded on a year. This include anti-virus/malware/spyware software. Corrupted software found during any inspections/service interventions must be fixed as part of this service All original installed software discs used during services must be provided on CD/DVD for archiving for disaster recovery purposes. This includes the Operating Systems for the controllers/computers.		

Service, maintenance, repairs and testing of the equipment

6	Testing of Equipment/Bench Marking:		
6.1	All the equipment services/maintained will be submitted to testing processes to determine if the comparison microscope systems functionally with the operational specifications.		
6.2	An operation qualification (OQ) certificate must be issued for each system after installation was completed.		
6.3	A certificate, unique to each piece of equipment, must be issued that declare the equipment is fit for use , by the factory trained technician.		
6.4	Equipment verification/Validation:		
6.4.1	After completion maintenance and service, inclusive of calibrations, the equipment falls under a service contract warranty by the bidder for the three (3) year contract period that will include any ad-hoc corrective maintenance or repair requested along with parts for repair at no additional costs		
6.4.2	Where calibration of the equipment is performed as part of the preventative maintenance the bidder shall		

	supply full calibration certificates, OQ/PV or service certificates, which must be within scope of the calibration service provided by the bidder as accredited by International standards organizations such as, but not limited to ISO, TUV, ENSI etc. and indicated on the certification. All certificated will be available in English format		
6.4.3	Each microscope unit's book of life file will be updated with the relevant documents (certificates etc) after the service interventions. This will be completed within two weeks of service completions		

Pricing

<u>Type</u>	<u>Quantity</u>	<u>Price</u>	<u>Total Cost</u>
Complete comparison microscope (including comparison bridge, objective stage, light sources with adjustable table) Camera Workstation Software modules Installation and training Accessories	<u>1</u>		
Total			<u>R</u>
Vat @ 15%			<u>R</u>
Total Cost			<u>R</u>

NB Product must come with and original three-year warranty.

Extended warranty and Preventative maintenance plan. The department will request a separate quotation for the extended warranty and maintenance plan for an addition three years after the original warranty and maintenance plan has expired.

SECTION L

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE BID.

Site/building/institution involved:

Bid No.: DCLS SBD 07/2024

Service: MICROSCOPE

THIS IS TO CERTIFY THAT (NAME)

ON BEHALF OF

.....
ATTENDED THE OFFICIAL BRIEFING ON(DATE)

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE (PRINT NAME)

DATE:

.....
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE (PRINT NAME)

DEPARTMENTAL STAMP:

DATE:

PART D
BID DISQUALIFYING FACTORS

1. All bids received shall be evaluated on the following phases of evaluation:

- (i) Stage one : Administrative Compliance
- (ii) Stage two : Functionality Criteria
- (iii) Stage three : Price and Specific Goals

2. Compulsory administrative compliance:

- a) Bids must meet the Special Terms and Conditions in all aspects as stipulated in the bid document.
- b) Annexure B (Bidders past experience) must be completed and signed by the bidder.
- c) All information required in the bid document must be accurate and duly completed including all the appropriate signatures.
- d) Use of correction fluid is prohibited.
- e) Any alterations must be initialled.
- f) Under no circumstances may bid forms be retyped or redrafted.
- g) Central Suppliers Database registration number.

3. Compulsory Documents, must be submitted with a bid:

- a) An original or certified copy of the Resolution by the board of directors, personally signed by the chairperson of the board, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, where applicable, as per SBD 11.
- b) An original or certified copy of a valid BBBEE certificate or valid affidavit.

4. Functionality

- a) Relevant Experience
- b) Financial Capacity
- c) Locality

5. Functionality Evaluation Criteria

- a) The bid documents will be evaluated individually on score sheets, by a Representative evaluation panel, according to the below mentioned evaluation criteria.

- b) All service providers who score less than minimum functionality score of 75 points will not be considered into the next stage.
- c) The evaluation criteria are as in Table 1 below:

	EVALUATION MATRIX	DESCRIPTION	Points	MEANS OF VERIFICATION
1.	Experience	<p>Bidders Experience in supply and deliver of comparison microscopes.</p> <p>Each project completed will be allocated. 10 points.</p>	40	<p>Proof of Purchase order or Appointment letter. & Completion certificates or Reference letter.</p> <p><i>In order to score the maximum of 10 points service provide must provide the combination of the above documents for each project.</i></p>
2.	Financial Capacity	<p>Proof of Minimum Financial Resources to implement this project, a minimum of</p> <p>R 3 000 000 = 30 points</p>	30	<p>Evidence of credit facility with manufacturer/supplier And/or Registered Financial Institution or Evidence of access to any legal funding instrument (e.g. Letter of intent)</p>
3.	Locality	<p>Proof of Physical address</p> <ul style="list-style-type: none"> • Office of Bidder outside borders of KZN = 05 pts • Office of Bidder within borders of KZN = 30 pts 	30	<p>Lease agreement; Municipal Utility Bill; or Copy of Bank Statement (first page only) with address</p>

<p>* NB: Compulsory – if service provider meets the Minimum Functionality Threshold, but fails to score a minimum of 20 points in Experience and maximum points on financial capacity, the bidder will be disqualified</p>	TOTAL	100	
	Minimum Points	75	

6. Price and Specific Goals

6.1 Procurement above R1M to R50M (80/20) the Department will allocate the Specific goal points as follows:

- i. Disable people will be awarded 20/20 points (as per the provisions of KZNDCSL SCM Policy)

6.2 This must be supported by a CIPC or BBBEE certificate or affidavit or Shares certificate register or CSD report.

6.3 Ownership verification will be conducted through CIPC, CSD and BBBEE **NB.** Certificate/affidavit.

The Department reserves the right to verify all information submitted.

Where copies of original documentation are submitted, those copies must be certified and must not be copies of certified copies.

Original certification should not be older than six (6) months.

Failure to comply with this requirement shall result in the documents not considered.

All letters /agreements must be signed, failure to submit signed documents will result in the documents not considered.

ANNEXURE B

Previous/Current Supplies Delivered (*Documents and/or an extended list may be attached for further details*)

	Client Name	Nature of Inputs Supplied	Contract Value	Period of Contract	Contact (Work / Cell Number)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
TOTAL VALUE (Past 5 years)					

Signed on behalf of bidder:	Date:
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