 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		Provincial Supply Chain Management								
		INVITATION TO BID			Page 1 of 4					
BID NUMBER										
BID DESCRIPTION										
CUSTOMER DEPARTMENT										
CUSTOMER INSTITUTION										
BRIEFING SESSION	Y		N		SESSION COMPULSORY		Y		N	
					SESSION HIGHLY RECOMMENDED		Y		N	
BRIEFING VENUE					DATE		TIME			
COMPULSORY SITE INSPECTION	Y		N		DATE		TIME			
SITE INSPECTION ADDRESS										
TERM AGREEMENT CALLED FOR?		Y		N		TERM DURATION				
CLOSING DATE					CLOSING TIME					
TENDER BOX LOCATION										

NOTES

THE TENDER BOX IS OPEN

- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- This bid is subject to the preferential procurement policy framework act, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG BID FORMS – (NOT TO BE RE-TYPED) - ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

THE TENDERING SYSTEM

The Invitation to Bid Pack consists of one Section (Section 1). This section must be submitted, clearly marked with the Tender Number and the Section Number.

TRAINING SESSIONS

Non-compulsory **"How to tender"** workshops are held every Wednesday from 10:00 to 13:00. Kindly follow our social media platforms / etenders@gauteng.gov.za (Publications) for the venue of the training.

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PART A INVITATION TO BID

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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> 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.					



Provincial Supply Chain Management

INVITATION TO BID

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TENDER DOCUMENTS CAN BE OBTAINED FROM: <https://e-tenders.gauteng.gov.za/Pages/Advertised-Open-Tenders.aspx>
OR

ALTERNATIVELY SEND AN E-MAIL TO: Tender.admin@gauteng.gov.za

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	



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INVITATION TO BID

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



GAUTENG PROVINCE
COMMUNITY SAFETY
REPUBLIC OF SOUTH AFRICA

SUPPLY CHAIN MANAGEMENT

PROTECTION OF PERSONAL INFORMATION ACT

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PERSONAL INFORMATION PROCESSING FORM

1. In the furtherance of the relevant Department's operational requirements and for purposes of complying with its policies, procedures and privacy laws, we may be required to disclose, process and/or further process your personal information provided to us and/or made available by virtue of submission of this bid.
2. For purposes contemplated in paragraph 1, the **Gauteng Department of Community Safety (Department)**, hereby requests your consent and/or authorisation for the disclosure, processing and/or further processing of any and/or all your personal information as may be necessary for reasons provided in paragraph 1.
3. By signing this Personal Information Processing Consent form, you hereby grant the Department permission, consent and/or authorisation to disclose, process and further process your personal information within our records, as may be required and/or necessary from time to time.

I, the undersigned, _____ (**INSERT FULL NAME AND SURNAME**) with Identity Number _____, in my personal capacity or acting on behalf of _____ (**Registration Number: _____**) (**Company**), confirm that:

4. I have read and understood the contents of this Personal Information Processing Consent form, the details of which have been further explained to me.
5. My or _____'s (**INSERT COMPANY'S NAME**) personal information and/or data may be disclosed, processed and/or further processed by the Department (including its employees, agents, contractors and representatives) and such other third parties contracted with the Department involved in the processing, verification and management of my and/or Company's Personal Information in accordance with the requirements set out in paragraph 1 (**Processors**);
6. Any one or more of the above entities/representatives may utilise my and/or Company's personal information/data storage and/or any traffic data processing infrastructure located in and outside the borders of the Republic of South Africa (RSA), in which instance my and/or Company's personal information/data may be conveyed, processed and/or stored outside the borders of RSA;
7. I accept the data security and protection measures adopted and/or applied by the Processors in their retention, disclosure, processing and further processing of my and/or Company's personal information/data; and

RETURNABLE ATTACHMENT



GAUTENG PROVINCE
COMMUNITY SAFETY
REPUBLIC OF SOUTH AFRICA

SUPPLY CHAIN MANAGEMENT

PROTECTION OF PERSONAL INFORMATION ACT

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8. The Department may retain any of my personal information/data as may be required by the Department or for purposes contemplated in paragraph 1.
9. By my signature below, do hereby give my or the Company's irrevocable consent, and/or authorisation for purposes required and/or detailed in this Personal Information Processing Consent form.

Privacy Laws Compliance Clause

I, the signatory to this document/form, further warrant and undertake:

10. To comply with all privacy laws **(including the Protection of Personal Information Act 4 of 2013, as amended, (POPIA))** applicable to the processing of any Personal Information resultant from and/or pursuant to the terms of this Agreement. You further undertake to ensure that all security measures are in place, to:
- ✓ **Ensure the lawful processing of Personal Information;**
 - ✓ **Secure the integrity and confidentiality of such Personal Information;**
 - ✓ **Provide the appropriate and reasonable technical and organization measures to prevent any loss, damage or unauthorized destruction of Personal Information;**
 - ✓ **Mitigate against any unlawful, data breach or unauthorised access to Personal Information;**
 - ✓ **Identify any or potential risks related to data breaches or contravention with privacy laws;**
 - ✓ **Apply the acceptable information security practices and procedures.**
11. To indemnify the Department against any losses, howsoever arising, resultant from any breach or contravention of the privacy laws including your breach of this clause and shall, timeously, notify the Department, the data subject and the Information Regulator in the event of any contravention or unauthorised disclosure of Personal Information.
12. In accordance with the requirements of POPIA, I hereby give the Department the expressed and revocable consent to and/or authorisation to disclose, process and/or further process any Personal Information obtained by the Department pursuant to the terms of this Agreement.

Signed by: _____

ID Number: _____

Signature: _____

Designation: _____

Date: _____

RETURNABLE ATTACHMENT



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

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1.	The INVITATION TO BID Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2.	The INVITATION TO BID forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this BID. Additional offers made in any other manner may be disregarded.
3.	Should the INVITATION TO BID forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4	Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5	The INVITATION TO BID forms shall be completed, signed and submitted with the bid. SBD 5 (National Industrial Participation Programme Form) will only be added to the INVITATION TO BID pack when an imported component in excess of US \$ 10 million is expected.
6	A separate SBD 3.1, SBD 3.2 or SBD 3.3 form (PRICING SCHEDULE per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).
7	Firm delivery periods and prices are preferred. Consequently, bidders shall clearly state whether delivery periods and prices will remain firm for the duration of any contract, which may result from this BID, by completing SBD 3.1 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
8	If non-firm prices are offered bidders must ensure that a separate SBD 3.2 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

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9	Where items are specified in detail, the specifications form an integral part of the BID document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for PANEL of BIDDERS).
10	In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words " as specified " (see the attached specification) (not applicable for PANEL of BIDDERS).
11	In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12	In instances where the bidder is not the manufacturer of the items offered, the bidder must as per SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for PANEL of BIDDERS).
13	The offered prices shall be given in the units shown in the attached specification, as well as in SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
14	With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of SBD 3.1 (PRICING SCHEDULE per item) and SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
15	Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on the (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
16	<p>Delivery basis (not applicable for PANEL of BIDDERS):</p> <ul style="list-style-type: none"> a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere. b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on the (PRICING SCHEDULE per item).



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

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17	Unless specifically provided for in the BID document, no bids transmitted by facsimile or email shall be considered.
18	Failure on the part of the bidder to sign any of the INVITATION TO BID forms and thus to acknowledge and accept the conditions in writing or to complete the attached INVITATION TO BID forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19	Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.
20	In case of samples being called for together with the bid, the successful bidder may be required to submit pre-production samples to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21	Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22	In case of samples being called for together with the bid, the samples must be submitted together with the bid before the closing time and date of the BID, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the BID may invalidate the bid.
23	In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.




PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

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24	In cases where the relevant Department or Institution advertising this BID may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25	If any of the conditions on the BID forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26	This BID is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27	<p>Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:</p> <ul style="list-style-type: none"> • NAME AND ADDRESS OF THE BIDDER; • THE BID (GT) NUMBER; AND • THE CLOSING DATE. <p>The bid must be deposited or posted;</p> <ul style="list-style-type: none"> • To the address as indicated on SBD1 and to reach the destination not later than the closing time and date; OR • deposited in the tender box as indicated on SBD1 before the closing time and date.
28	The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this BID) – including information on new products, export achievements, new partnerships and successes and milestones.
29	Compulsory GPG Contract: It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

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	<h2>POINT SYSTEM</h2>	Page 1 of 1

BID NUMBER		CLOSING DATE	
VALIDITY OF BID		CLOSING TIME	

The goods / services are required by the Customer Department / Institution, as indicated on SBD 01.

This BID will be evaluated on the basis of the under noted point system, as stipulated in the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

SERVICE BASED	Y		N		SERVICE BASED	Y		N		VALUE BASED	Y		N	
VALUE BASED	Y		N											
QUANTITY BASED	Y		N											
TERM BASED	Y		N											

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
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COMPULSORY BRIEFING DECLARATION OF ATTENDANCE

BID NUMBER			
BID DESCRIPTION			
CLOSING DATE		CLOSING TIME	

The goods / services are required by the Customer Department / Institution, as indicated on form SBD1.

CUSTOMER DEPARTMENT								
CUSTOMER INSTITUTION								
BRIEFING SESSION	Y		N		DATE		TIME	
VENUE								

I/We hereby declare that I/we attended the compulsory briefing session to understand the requirements of the Gauteng Provincial Government to supply all or any of the supplies and/or to render all or any of the services described in the attached Bid documents, on the terms and conditions and in accordance with the specifications stipulated in the Bid documents.

I, THE UNDERSIGNED (NAME)

--

CERTIFY THAT THE INFORMATION FURNISHED AT THE BRIEFING SESSION WAS UNDERSTOOD.


BIDDER OR ASSIGNEE(S) NAME		POSITION		SIGN		DATE	
-----------------------------------	--	-----------------	--	-------------	--	-------------	--

FULL COMPANY NAME	
--------------------------	--

GPG OFFICIAL NAME		POSITION		SIGN		DATE	
--------------------------	--	-----------------	--	-------------	--	-------------	--

END USER STAMP

--

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	BIDDER'S DISCLOSURE	Page: 1 of 3

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 interest 1 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

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.

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	BIDDER'S DISCLOSURE	Page: 2 of 3

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?

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 consortium 2 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.

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.

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	BIDDER'S DISCLOSURE	Page: 3 of 3

- 3.5 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.
- 3.6 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.
- 3.7 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 the Bidder	

SBD 5

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1 PILLARS OF THE PROGRAMME

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

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

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

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

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid / contract number.
 - Description of the goods, works or services.
 - Date on which the contract was accepted.
 - Name, address and contact details of the government institution.
 - Value of the contract.
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Elias Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;

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

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

Bid number Closing date:.....

Name of bidder.....

Postal address
.....

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

Date.....



PROVINCIAL SUPPLY CHAIN MANAGEMENT

EVALUATION METHODOLOGY PROCESS

Page 2 of 2

BIDDERS JOB CREATION ANALYSIS

Company Name		Vendor Number		Date Established	
--------------	--	---------------	--	------------------	--

	Permanent	Temp	SA Citizens	Other	Comments
Staff compliment at Establishment of Enterprise					
Current staff compliment					
Number of jobs to be created if Bid is successful					

The successful bidder may be audited during the course of the contract to verify the above information.

Comments to include:

- If Job Creation is direct (by your own company) or indirect (by your source of supply)
- Where the jobs created for employees that were in existing positions or unemployed? (Net Job Creation)

NOTE: Job Creation should adhere to all applicable RSA Legislation and Regulations.

THIS SECTION IS FOR OFFICE USE ONLY						
Observations	Initial Job Count	Job Creation Potential	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						



TERMS OF REFERENCE

THE APPOINTMENT OF A PANEL OF
SERVICE PROVIDERS FOR LEASING
OF HELICOPTER SERVICES TO
GAUTENG DEPARTMENT OF
COMMUNITY SAFETY (GDCS) FOR A
PERIOD OF TWO (2) YEARS

1. INTRODUCTION AND BACKGROUND

The Gauteng Department of Community Safety (GDCS) is responsible for ensuring the safety and security of the residents of Gauteng Province. To effectively fulfil this mandate, the Department requires reliable and efficient helicopter services to support its various operational needs. These needs include, but are not limited to:

- **Law Enforcement:** Aerial patrols, surveillance, pursuit of suspects, crime scene management, and support for ground-forces.
- **Other Related Services:** Any other duties as directed by the Department, which may include aerial observation, traffic monitoring, and support for other government agencies.

2. AIM

The purpose of this project is to procure the services of a qualified and accredited panel of service providers registered with the South African Civil Aviation Authority (SACAA) to furnish the Gauteng Department of Community Safety with helicopter services for a period of twenty-four (24) months, supporting the Department's diverse operational needs, including law enforcement, and other related services.

3. OBJECTIVES

The primary objective of the project is to acquire the panel of services providers that are registered and accredited with the South African Civil Aviation Authority (SACAA) to provide:

- The leasing of a helicopter services to enhance the Gauteng Department of Community Safety's capacity in law enforcement and other critical areas.
- The helicopter services will enable the Gauteng Department of Community Safety to effectively address crime and other operational services as directed by the department.

4. DETAILED SCOPE REQUIREMENT

4.1 Helicopter Requirement

- The bidder must provide three (3) serviceable helicopters (H125/A350) or equivalent for law enforcement purposes, or proof of lease agreement.
- Minimum of one of the helicopters to be fitted with a Thermal Camera (as per specifications) within 30 days after the tender is awarded. Kindly refer to the detailed **Thermal Camera Specification** below.
- All three (3) helicopters must be fully branded in the colours of Gauteng Department of Community Safety traffic management unit. Kindly refer to the detailed **Helicopter Branding Specifications** below.
- Provide single engine turbine helicopters.
- Provide helicopters with rear passenger sliding door.
- Helicopter to have a rear flat floor and removable rear seats.
- Right hand tail rotor.
- Provide helicopters with configuration of a minimum of one (1) pilot plus five (5) passengers.
- Provide a minimum of 3 licenced engineers, experienced in type H125/A350 or equivalent helicopters, with a minimum of 8 years work experience.
- Have the capability to take off from helipad at 5'000 ft with max passengers and fly for 3 hours.
- Provide helicopters with separate Cargo Compartment.

- Helicopters to be provided including flight crew, insurance and full maintenance.
- Operations will be 24/7 and minimum of one (1) and maximum of five (5) flight crew to be provided to ensure 24/7 operations.
- Be able to extract digital flight reports after flight.
- Provide a copy of the aircraft flight manual approval page.
- Provide Release to Service of all aircraft (helicopter service history).
- Provide a copy of the MEL (Minimum Equipment List) approval page.
- Provide a copy of the Safety Management System approval page.

4.2 Facility Requirement

- Provide operations and facilities with easy highway access in case of emergencies.
- The premises must have dedicated security 24/7 (physical or electronic security).
- Provide a 24/7 operational service with ground crew, handling, and refuelling facility in the premises.
- Provide a minimum of four (4) crew rest rooms for rotational crew.
- Provide dedicated office space for a minimum of twenty (20) staff members with twenty (20) parking bays, and a boardroom for a minimum ten (10) staff members must be accessible 24/7.
- Suitable hangars that comply with the OHS act for the helicopters.
- Provide a 24/7 fully equipped operations centre whereby live satellite tracking will be tracked by bidder's dedicated staff with the necessary qualifications and experience.
- Bidder to provide written confirmation from the airport / heliport that they will allow Gauteng Traffic Police helicopters to operate on a 24/7 basis from the airport / heliport.

4.3 Insurance

- Provide proof that the helicopters supplied under the contract shall be fully insured against loss and damage incidental to manufacture or acquisition, transportation and storage.
- Provide proof in the form of a letter or certificate from Insurer issued in the name of the bidding company/ies confirming cover for third party legal liability insurance, that insurance reference is given, and that coverage must include dangerous flying work.

4.4 Penalties

The Service Provider shall be subject to penalties for failure to meet contractual obligations, including but not limited to:

- Failure to meet response times
- Failure to provide services as required
- Safety violations
- Breach of contract

NB. Details of the penalties will be stipulated in the Service Level Agreement (SLA) for the winning bidder.

5. THERMAL CAMERA SPECIFICATION

Key benefits:

5.1 Advanced Sensors:

- 7 payload options: IR (thermal), HDTV, LRF (Laser Range Finder), LP (Laser Pointer), LI (Laser Illuminator), A/T (Auto Tracking), IMU/GPS
- Continuous optical zoom on all imaging channels
- Choice of MCT (Mercury Cadmium Telluride) or InSb (Indium Antimonide) thermal imagers
- Open, upgradeable architecture for future sensor integration

5.2 Embedded Image Processing:

- MTI (Moving Target Detection)
- Digital HD image processing directly inside the gimbal
- No additional electronics unit required

5.3 Stabilization:

- 4-axis active gyro stabilization with 6-axis passive isolation for superior image steadiness

5.4 Integrated IMU-INS:

- Enables GEO Location & Geo Hold for seamless mapping integration

5.5 Compact Design:

- Single Line Replaceable Unit (LRU), no junction box required

5.6 Environmental Standards:

- RTCA DO-160, MIL-STD 461, MIL-STD 810 compliance for extreme conditions

5.7 Tracking Modes:

- Object & Scene Tracking

5.8 Image Enhancements:

- Digital Contrast Enhancement
- Local Area Contrast Processing
- Edge Sharpening
- Image Noise Reduction

5.9 Display:

- Picture-in-Picture / Split Screen mode

5.10 Electronic Continuous Zoom:

- 4 x Electronic Continuous Zoom

5.11 Graphical On-Screen Display for intuitive operation:

- The camera must have Graphical On-Screen Display for intuitive operations

5.1.1 **Specifications:**

- **Gimbal:**
 - Weight: ~20kg (44lb)
 - Diameter: 300mm (11.8")
 - Azimuth: Continuous 360°
 - Elevation: +20° to -120° (with +90° Stow Position)
 - Stabilization: 4-axis active gyro with 6-axis passive isolation
- **Thermal Imager:**
 - Type: 3-5 µm MWIR array
 - Resolution: 640x512 (1280x720 optional)
 - Field of View: 30° to 1.28° (HD Option: 40° to 2.4°) with continuous zoom
 - Sensor Type: Cooled
- **Colour HDTV:**
 - Type: HD CMOS Global Shutter
 - Resolution: 3.2 Megapixels
 - Field of View: 24.9° to 0.63° with continuous zoom
- **Laser Range Finder (Optional):**
 - Wavelength: 1535nm (Eye-safe)
 - Range: 12km (20km optional)
 - Repetition Rate: 1Hz or Single-Shot Mode
- **Electrical Requirements:**
 - Max Power: 320W
 - Steady State Power: 100W
 - Input Voltage: 22-36V DC
- **Interface & Features:**
 - Video Outputs: SMPTE HD Video, H.264 over Ethernet (MISB 0601.7 Compliant)
 - Control Interfaces: RS422, RS232
 - Additional Features:
 - Auto Tracking
 - Geo-Location with IMU/INS
 - Metadata
 - Radar / Searchlight Slaving
 - Moving Maps & Augmented Reality
 - Data Links & Video Downlinks
- **Laser Pointer:**
 - Type: Class 3B
 - Wavelength: 830nm
 - Output Power: 80mW
- **Laser Illuminator:**
 - Type: Class 3B
 - Wavelength: 860nm
 - Output Power: 450mW
- **Environmental Compliance:**
 - Standards: MIL-STD 461, MIL-STD 810, RTCA DO-160

6. HELICOPTER BRANDING SPECIFICATIONS

6.1 Scope of Work

The appointed service provider will be required to:

- Design per the previous look and feel of the currently branded helicopters, manufacture, and apply branding elements to the helicopter.
- Ensure the branding matches the provided reference image (attached below) in terms of colours, positioning, and logos.
- Use high-quality, durable, and aviation-grade materials for branding to withstand weather elements and operational conditions.
- Ensure compliance with aviation regulations and safety standards for external branding.
- Conduct proper surface preparation before application and provide a post-application quality check.
- Provide a warranty period for the branding applied.

6.2 Helicopter Branding Specifications

The branding must include:

- Logos – Gauteng Traffic Police emblem to be placed on the front and both sides of the helicopter.
- Colours and Lines – Application of blue, reflective yellow stripes in accordance with the official branding seen in the reference image. NB: Visible police reflective lines must be applied as shown in the reference pictures.
- Registration Markings – The helicopter's registration number must remain clearly visible and unobstructed.
- Tail Boom – The entire tail boom must be fully wrapped in blue.
- Durability – Branding must be made of high-quality, aviation-approved materials resistant to UV exposure, extreme temperatures, and high speeds.

6.3 Compliance Requirements

The service provider must:

- Use aviation-approved branding materials that comply with South African Civil Aviation Authority (SACAA) standards.
- Ensure that the branding does not interfere with safety markings, registration numbers, or operational functionality of the helicopter.
- Provide a compliance certificate or evidence that the branding meets required aviation safety standards.

6.4 Deliverables

The appointed service provider must:

- Submit a detailed branding design proof for approval by the Department's Communication Unit before implementation.
- Provide a concise project implementation timeline, including lead time for material production, application process, and completion.
- Conduct final inspection and provide a handover concise report with maintenance recommendations.
- Offer at least a 12-month warranty on the branding application.

6.5 Technical enquiries relating to this specification (helicopter branding specifications) should be directed to:

Contact Person: Mr. Nhlamulo Baloyi

E-mail: Nhlamulo.Baloyi@gauteng.gov.za

7. HELICOPTER BRANDING IMAGES



8. SPECIAL CONDITIONS

- The bidder must have the necessary SACAA SOP in place for surveillance and ad hoc landings, the GDCS reserves the right to terminate the contract if the recommended bidder fails to obtain the necessary approvals within 30 days.
- The bidder is expected to provide GDCS with three (3) serviceable helicopters and one Thermal Camera within 30 days after the tender is awarded. A minimum of one (1) helicopter fitted with Thermal Camera must be deployed at all times during operations. The GDCS reserves the right to terminate the contract if the recommended bidder fails to provide the Thermal Camera within 30 days.
- GDCS reserves the right to negotiate with the recommended bidders prior or post award. The terms and conditions for negotiations will be communicated to the recommended bidders.
- GDCS reserves the right to award the same project to multiple bidders on a rotational basis determined by the Department. Thorough due diligence will be undertaken to verify that the pricing offered by each selected bidder provides value for money, is market-related, and aligns with end-user requirements.
- GDCS reserves to terminate the agreement with a service provider if a service provider breaches the terms of the agreement, fails to meet performance standards, or engages in misconduct.
- GDCS reserves the right to define the rotation schedule for service providers appointed to the panel, ensuring that the chosen methodology is consistent with the contractual term period.
- GDCS reserves to cancel and/or terminate the tender process at any stage, including after the closing date and/or after presentations have been made, and/or after tenders have been evaluated, and/or after the recommended bidder(s) have been notified of their status as such.
- GDCS reserves the right to disqualify any bidder who, through investigation or evidence, is found to have engaged in bid rigging, collusive practices, or any other anti-competitive behaviour intended to improperly influence the outcome of this tender process.
- GDCS reserves the right to cancel any award if the bidder is unable to agree to the service levels and standards stipulated in this document, unless the bidder specifically and clearly declared his/her inability to deliver such services in the submitted bid document.
- GDCS reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to GDCS or pose a risk to the organisation.
- GDCS reserves the right to contact references during the evaluation and adjudication process. Any effort by a bidder to influence the evaluation, comparison, or award decisions in any manner, may result in rejection of the bid.
- The service provider must give evidence in court during or after the contract lapses. GDCS reserves the right to terminate the contract if the recommended bidder fails to provide evidence in court.
- On termination of the contract should it be required the service provider must still provide evidence in court failure the Department may take legal action.
- GDCS reserves the right to not be held responsible for any costs incurred by the bidder(s) in

the preparation and submission of their bids.

- GDCS reserves the right not to select a bidder from the appointed panel of service providers.
- Where there are services offered by the bidder at no charge, the bidder should provide a cover page as part of the **Request For Quotation (RFQ)** process (once the panel is established, indicating services that are offered at no charge.
- GDCS reserves the right to reject any proposal for the award of a contract if the recommended bidder has been found to have committed a proven corrupt or fraudulent act in competing for this specific contract.
- GDCS reserves the right to disregard the bid of any bidder if that bidder, or any of its directors:
 - Are restricted by the National Treasury to do business with the Government.
 - Have committed proven fraud or any other improper conduct in relation to such system.
 - Have failed to perform on any previous contract and the proof exists.

The Special Conditions are supplementary to that of General Conditions of Contract (GCC). However, where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions prevail.

9. SERVICE LEVEL AGREEMENT

- Upon award GDCS and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by GDCS.
- GDCS reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto. GDCS reserves the right to cancel any award if the bidder is unable to agree to the service levels and standards stipulated in this document, unless the bidder specifically and clearly declared his/her inability to deliver such services in the submitted bid document.
- GDCS reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to GDCS or pose a risk to the organisation.

10. EVALUATION METHODOLOGY

Bid Proposals will be evaluated in terms of the Preferential Procurement Policy Framework Act (PPPFA) (Act 5 of 2000), the Preferential Procurement Regulations (PPR) of 2022, and the GDCS Supply Chain Management Policy.

Stage One (1) of the evaluation, will comprise of:

Stage 1A: Administrative Compliance

Stage 1B: Functionality (Desktop) Evaluation

Stage 1C: Site Visit Evaluation

10.1 STAGE 1A: ADMINISTRATIVE COMPLIANCE EVALUATION

The following mandatory documents must be submitted with the bid:

All the bids received will be subjected to mandatory administrative compliance in line with the below requirements. Any bidder who fails to comply with any of the below mandatory criteria will be disqualified.

NO	EVALUATION CRITERIA	YES	NO
1.	Submit a completed and signed of Bid Disclosure (SBD 4)		
2.	Submit a completed and signed Compulsory Briefing Declaration of Attendance (SCM 03) stamped by Gauteng Provincial Treasury and signed by Gauteng Department of Community Safety		
3.	Submit proof of bidder's business operations within Gauteng Province. Should a bidder be based outside Gauteng, evidence must be provided of a licensed airport / heliport within the borders of Gauteng. <i>(Attach copy of municipal rates & taxes invoice or statement not older than three (3) months in the name of the Bidder (Directors/company name) or proof of valid lease agreement in the name of the Lessee signed by both parties)</i>		
4.	In a case of Joint Venture / Consortium; bidders must submit a joint venture or consortium agreement signed by all parties and indicate the percentage split for roles and responsibilities, <ul style="list-style-type: none"> o All JV/Consortium proposal must include the individual companies/ parties information for the above documents. 		
5.	Submit a copy of a valid Air Operating Certificate Part 127 (AOC) issued by the South African Civil Aviation Authority (SACAA) in terms of Subpart 6 of Part 127 of the Civil Aviation Regulations, 2011. The AOC must be issued in the name of the bidding company.		
6.	Submit copies of AOC and Operations Specifications applicable to the helicopter types issued by the SACAA. The current and valid certificates must reflect: 1) The details of the Class III air service licence, inclusive of types G3 (aerial patrol, observation and survey) and G4 (aerial recording). 2) Category H2 (single engine helicopters).		
7.	Submit a copy of Domestic Class III air service licence issued by the Air Services Licensing Council in terms of the Air Services Licensing Act, 1990 (Act No 115 of 1990).		
8.	Submit a copy of the approval issued by the SACAA in terms of Part 145 of the Civil Aviation Regulations, 2011 to the Approved Maintenance Organisation (AMO) responsible for maintenance of the helicopters to be used. The AMO must be approved for the types of helicopters offered for use.		
9.	Submit a copy of Maintenance Agreement or Service Level Agreement with the Approved Maintenance Organisation (AMO) reflecting the registration letters of the helicopters to be used for this tender. The Maintenance Agreement must be signed between the AMO and the bidding company (holder of an AOC).		

NO	EVALUATION CRITERIA	YES	NO
10.	<p>If the bidder is <u>not the owner</u> of the helicopters (leasing the helicopter from an owner) submit a copy of signed lease agreement, including specific responsibilities and accountabilities between the two companies, should be provided. The lease agreement must be approved by the South African Civil Aviation Authority (SACAA) in terms of Part 48 of the Civil Aviation Regulations, 2011.</p> <p>If the bidder <u>is the owner</u> of the helicopters, submit a copy of signed letter confirming ownership of the helicopters.</p>		
11.	<p>Submit a copy of a valid letter from SACAA indicating that the helicopters may operate 24/7.</p> <p>The airport / heliport used by the bidder must be approved by the SACAA and have approval for 24/7 flight operations.</p>		
12.	Submit a copy of an approval letter from the airport/heliport for law enforcement agencies to carry firearms on the premises.		
13.	<p>The following certificates for each helicopter offered must be provided:</p> <ol style="list-style-type: none"> 1) Certificate of Registration 2) Certificate of Airworthiness 3) Certificate of Release to Service 4) Radio Station Licence 5) SACAA issued mass and balance certificate. 		
14.	<p>Submit proof of insurance cover in the form of a letter or certificate from Insurer issued in the name of the bidding company/ies or if the bidder leases the helicopters, they must provide a letter or a service level agreement demonstrating that the required insurance coverage is in place.</p> <ul style="list-style-type: none"> - Note insurance limitations should include third party legal liability of at least R50,000,000.00 		
15.	<p>Submit details of <u>at least 8 pilots</u> to be utilised for the intended services:</p> <ol style="list-style-type: none"> 1) Name and copy of ID. 2) Copy of valid pilot licence - ATPL(H) or CPL(H) issued by SACAA. 3) Current medical certificate. 4) Last Pilot Proficiency Check (PPC) conducted by the AOC holder (bidder). 		

NB: ANY BIDDER THAT DOES NOT COMPLY WITH THE MANDATORY CRITERIA FOR ADMINISTRATIVE COMPLIANCE EVALUATION WILL BE DISQUALIFIED AND WILL NOT BE CONSIDERED FURTHER IN THE EVALUATION PROCESS.

10.1.1 Other Required Documents:

- Completed and signed off Request for Proposal Form (SBD1)
- Completed and signed National Industrial Participation programme (SBD 5)
- Valid SARS Tax Compliance Status (TCS) Pin

- Copy of Company Registration Certificate (CIPC)
- Certified copies of ID's for Members / Directors
- Proof of registration with the National Treasury Central Supplier Database (CSD)
- Demonstrate Financial Capacity/Backup (Latest Proof of Three Months Bank Statement / Bank Guarantee Letter)
- Latest audited financial statements for the past two (2) years or submission of annual financial statements that comply with the Companies Act for the past two (2) years. If a company is a new or dormant entity, a letter from an accountant confirming the status is required.

NOTE: Bidders must submit their SARS TCS PIN number and CSD Supplier number with their bid so that the bidder's Tax Compliance Status can be verified. Should a bidder not be Tax Compliant at the time of verification, the bidder will be notified in writing of their non-compliant tax status and be requested to remediate their tax status within seven (7) working days. Failure to provide written proof of tax status remediation, within seven (7) working days of notification, will result in the rejection of the bid submitted by the Bidder.

10.2 STAGE 1B: FUNCTIONALITY (DESKTOP) EVALUATION

The following criteria will be used to evaluate bids.

A total of **100 points** is allocated for the Functionality (Desktop) Evaluation. The **minimum threshold** for this part of the evaluation is **60 points** and any bidder who fails to meet the minimum requirement will be disqualified and not be considered for further evaluation.

NO	CRITERIA	SCALE	POINTS
1.	Project Implementation Plan	Project Implementation Plan Based on the Timelines Provided. The bidder must provide a detailed project implementation plan with clear time frames. Submit a Work Breakdown Indicating Delivery Turn-Around Times <ul style="list-style-type: none"> ▪ Within 1 Month = 15 ▪ Above 1 Month = 0 ▪ No Work Breakdown Attached' = 0 	15
2.	Proof of eight (8) experienced pilots specifically related to law enforcement / surveillance operations	Pilots (x8) experience related to helicopter flying on type H125 / A350 or equivalent <i>(Submit copies of the CV's of the same 8 Pilots submitted under point 16 of Administrative Compliance, along with the last 5 pages of the pilot's logbook)</i> <ul style="list-style-type: none"> ▪ 800 hours on turbine and a minimum of 100 hours or more on H125 / A350 or equivalent = 30 points ▪ Less than 800 hours on turbine and less than 100 hours on H125 / A350 or equivalent or information inadequate = 0 Points 	30

NO	CRITERIA	SCALE	POINTS
3.	Experience of H125 / A350 or equivalent licenced engineers	<p>Provide a minimum of 3 licenced engineers, experienced in type H125/A350 or equivalent helicopters, with a minimum of 8 years work experience</p> <p><i>(Submit proof of CV's, licences and logbooks)</i></p> <ul style="list-style-type: none">▪ 8 years or more = 20 points▪ 7 years to less than 8 years = 15 points▪ 6 years to less than 7 years = 10 points▪ 5 years to less than 6 years = 8 points▪ 4 years to less than 5 years = 4 points▪ Less than 4 years, and no CV = 0 point	20
4.	Company's Experience, Track Record, Reference of similar work (projects) completed	<p>Number of similar projects in surveillance services completed by the bidder</p> <p><i>(Submit proof of contactable references - letters of reference on the client's letterhead signed by an authorised person)</i></p> <ul style="list-style-type: none">▪ 5 or more letters of similar projects in surveillance services = 25 points▪ 4 Letters of similar projects in surveillance services = 20 points▪ 3 Letters of similar projects in surveillance services = 10 points▪ 2 Letters of similar projects in surveillance services = 5 points▪ 1 Letter of similar projects in surveillance services = 0 Points▪ No Letter of similar projects in surveillance services = 0 Points	25
5.	Quality of Services	<p>Complaints management process:</p> <ul style="list-style-type: none">▪ Evidence of process = 5 points	5
		<p>Turn-around times for addressing customer complaints:</p> <ul style="list-style-type: none">▪ Within 48 hours = 5 points▪ 49 to 72 hours = 4 points▪ 73 to 96 hours = 3 points▪ Above 96 hours = 0 points	5
TOTAL POINTS			100
The <i>minimum threshold</i> for Functionality Evaluation is 60 points . Any bidder who scores less than 60 out of 100, will be disqualified and not considered for further evaluation.			

NB: DOCUMENTARY PROOF OF ABOVE INFORMATION MUST BE INCLUDED IN THE TENDER DOCUMENT BY THE SUPPLIER.

10.3 STAGE 1C: SITE VISIT EVALUATION

The following criteria will be used to evaluate bids.

A total of **100 points** is allocated for the Site Visit Evaluation. The **minimum threshold** for this part of the evaluation is **60 points** and any bidder who fails to meet the minimum requirement will be disqualified and not be considered for the panel appointment.

NO	CRITERIA	SCALE	POINTS
1.	Helicopters Hangarage and Refuelling Resources	<ul style="list-style-type: none"> o Access Control & Surveillance: Controlled access (e.g. key card, biometrics) and CCTV surveillance with appropriate coverage = 3 points o No access Control & Surveillance: Controlled access (e.g. key card, biometrics) and CCTV surveillance with appropriate coverage = 0 points o Fire Suppression & Emergency Exits: Fire detection/suppression systems (e.g. sprinklers, alarms) and clearly marked, well-lit emergency exits with evacuation plans = 3 points o No Fire Suppression & Emergency Exits: Fire detection/suppression systems (e.g. sprinklers, alarms) and clearly marked, well-lit emergency exits with evacuation plans = 0 points o OHS Compliance: The hangar must comply with all relevant OHS regulations, including safe working conditions, fall protection, and handling of hazardous materials = 4 points o No OHS Compliance: The hangar must comply with all relevant OHS regulations, including safe working conditions, fall protection, and handling of hazardous materials = 0 points o Refuelling Resources: Fuel storage facilities and refuelling capabilities = 5 points o No Refuelling Resources: Fuel storage facilities and refuelling capabilities = 0 points 	15
2.	Provide a 24/7 Operations Centre	<p>Provide a 24/7 Operations Centre:</p> <ul style="list-style-type: none"> o Communication Systems: Secure and encrypted communication systems with interoperability with law enforcement systems. Dedicated channels for communication during critical incidents = 3 points o No Communication Systems: Secure and encrypted communication systems with interoperability with law enforcement systems. Dedicated channels for communication during critical incidents = 0 points o Tracking and Dispatch Systems: Advanced tracking and mapping systems with features relevant to law enforcement (e.g., geofencing, suspect tracking). 	10

NO	CRITERIA	SCALE	POINTS
		<p>Integration with law enforcement databases = 4 points</p> <ul style="list-style-type: none"> o No Tracking and Dispatch Systems: Advanced tracking and mapping systems with features relevant to law enforcement (e.g., geofencing, suspect tracking). Integration with law enforcement databases = 0 points o Data Management: Secure data storage and retrieval with access controls and audit trails, complying with data privacy regulations. Ability to share information securely with authorized law enforcement personnel = 3 points o No Data Management: Secure data storage and retrieval with access controls and audit trails, complying with data privacy regulations. Ability to share information securely with authorized law enforcement personnel = 0 points 	
3.	Availability of three (3) serviceable H125/A350 or Equivalent Helicopter Fleet	<p>Three (3) Serviceable H125/A350 or Equivalent Helicopter Fleet</p> <ul style="list-style-type: none"> o Verification of the availability of three (3) serviceable helicopters (H125/A350 or equivalent) will be conducted through inspection of maintenance records = 45 points o No availability of three (3) serviceable helicopters (H125/A350 or equivalent) and maintenance records = 0 points 	45
4.	Maintenance Facilities	<p>Maintenance Facilities</p> <ul style="list-style-type: none"> o On-site maintenance capabilities (e.g., hangar, tools, spare parts) = 5 points o No on-site maintenance capabilities (e.g. hangar, tools, spare parts) = 0 points o Availability of qualified maintenance personnel (licensed engineers, technicians) = 5 points o No availability of qualified maintenance personnel (e.g. licensed engineers, technicians) = 0 points 	10
5.	Existing Facility Requirements for 24/7 Operations Centre (Helicopter Services - Minimum 20 Staff, Boardroom, & Parking	<p>Infrastructure and Resources</p> <ul style="list-style-type: none"> o Boardroom: A dedicated boardroom capable of accommodating <i>at least 10 people</i>. Should include presentation equipment (screen, projector, etc.) = 5 points o No Boardroom: A dedicated boardroom capable of accommodating <i>at least 10 people</i>. Should include presentation equipment (screen, projector, etc.) = 0 points o Office Space: A dedicated office space capable of accommodating <i>at least 20 people</i>. = 10 points 	20

NO	CRITERIA	SCALE	POINTS
		<ul style="list-style-type: none"> o No Office Space: A dedicated office space capable of accommodating <i>at least 20 people</i>. = 0 points o Dedicated Parking: <i>A minimum of 20 dedicated and clearly marked parking bays</i> for operations centre staff. Proximity to the facility is important = 5 points o No Dedicated Parking: <i>A minimum of 20 dedicated and clearly marked parking bays</i> for operations centre staff. Proximity to the facility is important = 0 points 	
TOTAL SCORE			100
<i>The minimum threshold for this Site Visit Evaluation is 60 points. Any bidder who scores less than 60 out of 100 will be disqualified and not considered for the panel appointment.</i>			

NOTES: The Site Visit Evaluation will only be conducted at the bidder's premises within Gauteng, as per the proof of address provided for the Stage 1A: Administrative Mandatory Evaluation.

In cases where the bidder does not own the helicopter (i.e., the helicopter is leased), the bidder is required to facilitate a site visit evaluation to be conducted by the Department. Failure to grant such permission will result in disqualification.

11. APPOINTMENT OF PANEL OF SERVICE PROVIDERS

The purpose of this bid is to create a Panel of Service Providers for Leasing of Helicopter Services to Gauteng Department of Community Safety for a Period of Two (2) Years, therefore pricing will be requested as and when required through a Request For Quotation (RFQ) process. The evaluation of the Preference Points System will be done in line with the PPPFA, PPR 2022 and the GDCS's SCM Policy prescribing the framework for the Preference Point System.

The RFQ evaluation will be based on the Preference Point System, as per Regulation 4 & 5 of the PPR, 2022.

A maximum score of eighty (80) / ninety (90) points will be allocated for Price quoted by the Bidder, as per Regulation 4 and Regulation 5 of PPR 2022. The identified Specific Goals are aligned to the Department's Procurement Development Plan and twenty (20) / ten (10) points are allocated in line with the persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.

The following Preference Point Systems will be applicable during the RFQ invitation process:

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

If either the 80/20 or 90/10 Preference Point System is applied during the RFQ process, the lowest acceptable tender will be used to determine the applicable Preference Point System.

12. BRIEFING SESSION

A **Compulsory Briefing Session** will be held at the Gauteng Department of Community Safety Head Office, 25 Pixley Ka Isaka Seme Street, Marshalltown, Johannesburg Auditorium.

11. ENQUIRIES

All enquiries relating to this document should be directed to:

Technical Enquiries:

Contact Person: George Raftopoulos

E-mail: george.raftopoulos@gauteng.gov.za

Procurement Procedures:

Contact Persons: Thebe Mereotlhe

Email: Thebe.Mereotlhe@gauteng.gov.za



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

The latest financial statements for the last two years are required (except if it is a new or a dormant entity)

- a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.
- b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)
- c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.
- d) If it is a new or dormant entity an opening set of financial statements must be submitted. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be submitted.
- e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.
- f) In cases where the entity has operated for a period more than a year but less that two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

Annexure A**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010****NOTES**

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

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

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)