

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**
(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is the **80/20** preference point system.

b) The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Persons historically disadvantaged on the basis of race with at least 51% ownership	5 points	
Persons historically disadvantaged on the basis of gender with at least 51% ownership by woman	5 points	
Persons with at least 51% ownership who are youth	5 points	
Persons historically disadvantaged by unfair discrimination on the basis of disability with at least 51% ownership	5 points	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. **TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium
 One-person business/sole proprietor
 Close corporation
 Public Company

Personal Liability Company
 (Pty) Limited
 Non-Profit Company
 State Owned Company
 [TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

1. SPECIFICATION INSTRUCTION & BACKGROUND

1.1 Scope of the requirements

The South African Police Service: Crime Scene Laboratories require the supply, delivery and qualification of 1,8-Diazafluoren-9-one/Ninhydrin/1,2-Indandione (DFO/NIN/IND) fingerprint development chamber. The DFO/NIN/IND fingerprint development chamber will be used for the development of latent fingerprints on porous surfaces by regulating conditions of temperature, relative humidity and time. Details of requirements are included herein

1.2 Delivery locations

The DFO/NIN/IND fingerprint development chamber must be delivered to the site in South Africa where it is ordered. See Attachment 1 – Crime Scene Laboratories locations.

1.3 Equipment needed

The DFO/NIN/IND fingerprint development chamber will be procured as and when the need arise.

1.4 Bid documentation

The bid proposal documentation with all supporting documents must be binded. The response maybe broken up into more than one document if it is too bulky to be contained in one document.

1.5 Bid format

NB: The Bidder needs to confirm compliance by entering COMPLY or DON'T COMPLY to requirements contained in the required section.

1.6 Codification

ICN-no ICN Description

9825T05093624 Supply, Delivery and Qualification of benchtop in Gauteng

9825T05093625 Supply, Delivery and Qualification of benchtop in Eastern Cape

9825T05093626 Supply, Delivery and Qualification of benchtop in Free State

9825T05093627 Supply, Delivery and Qualification of benchtop in KwaZulu Natal

9825T05093628 Supply, Delivery and Qualification of benchtop in Northern Cape

9825T05093629 Supply, Delivery and Qualification of benchtop in Mpumalanga

9825T05093630 Supply, Delivery and Qualification of benchtop in Western Cape

9825T05093631 Supply, Delivery and Qualification of benchtop in North West

9825T05093632 Supply, Delivery and Qualification of benchtop in Limpopo

9825T05093633 Supply, Delivery and Qualification of Medium Sized Development Chamber in Gauteng

9825T05093634 Supply, Delivery and Qualification of Medium Sized Development Chamber in Eastern Cape

BID SPECIFICATION FOR THE SUPPLY, DELIVERY AND QUALIFICATION OF DFO/NIN/IND FINGERPRINT DEVELOPMENT CHAMBER FOR A PERIOD OF TWO YEARS AT SAPS: COMPONENT: CRIMINAL RECORD AND CRIME SCENE MANAGEMENT: CRIME SCENE LABORATORIES: NATIONALLY

SPECIFICATION
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9825T05093635 Supply, Delivery and Qualification of Medium Sized Development Chamber in Free State

9825T05093636 Supply, Delivery and Qualification of Medium Sized Development Chamber in KwaZulu Natal

9825T05093637 Supply, Delivery and Qualification of Medium Sized Development Chamber in Northern Cape

9825T05093638 Supply, Delivery and Qualification of Medium Sized Development Chamber in Mpumalanga

9825T05093639 Supply, Delivery and Qualification of Medium Sized Development Chamber in Western Cape

9825T05093640 Supply, Delivery and Qualification of Medium Sized Development Chamber in North West

9825T05093641 Supply, Delivery and Qualification of Medium Sized Development Chamber in Limpopo

2.	GENERAL REQUIREMENTS	BIDDER COMPLY OR DON'T COMPLY
2.1	Contract period The contract emanating from this agreement will be valid for a period of two (2) years.	
2.2	Delivery The bidder must be capable of supplying and delivering ordered equipment within 120 calendar days after receipt of order.	
2.3	Capacity of bidder The bidder must supply equipment that will meet all technical requirements on paragraphs 3.1 – 3.18 and be capable of supplying, delivering and qualifying the equipment.	
2.4	<p>Unique identifier:</p> <p>The fingerprint development chamber must be clearly identified by:</p> <ul style="list-style-type: none"> • name • make • model • serial number • manufacturing date and life span of the equipment • manufacturer's (supplier's) details and contact numbers. <p>This unique number (serial number) must be used on all documentation pertaining to specific equipment.</p>	



3.	TECHNICAL REQUIREMENTS	BIDDER COMPLY OR DON'T COMPLY
The DFO/NIN/IND fingerprint development chamber must be able to provide the Crime Scene Laboratory with the following <i>minimum</i> requirements		
3.1	The DFO/NIN/IND fingerprint development chambers that are required must be a benchtop and medium sized.	
3.1.1	Benchtop DFO/NIN/IND fingerprint development chamber external dimensions must be between 700mm to 1200mm (H) x 700mm to 1000mm (W) x 600mm to 800mm (D).	
3.1.2	Medium DFO/NIN/IND fingerprint development chamber must be free-standing and mobile with external dimensions between 1500mm to 2000mm (H) x 700mm to 1000mm (W) x 600mm to 1000mm (D).	
3.2	The DFO/NIN/IND fingerprint development chamber must not require the installation of external extraction systems.	
3.3	<p>The bidder must supply a complete system that will (as a minimum) include the following:</p> <ul style="list-style-type: none"> • DFO/NIN/IND fingerprint development chamber • Uninterruptible power supplier 	
3.4	<p>The DFO/NIN/IND fingerprint development chamber must be a multi-purpose application and develop fingerprints treated with:</p> <ul style="list-style-type: none"> • 1,8-Diazafluoren-9-one • 1,2-Indandione • Ninhydrin 	
3.5	The DFO/NIN/IND fingerprint development chamber must simply plug into a 220/230V outlet.	
3.6	The DFO/NIN/IND fingerprint development chamber must be a complete automated working system which provides a controlled environment for	

	processing fingerprints. The chamber must be fitted with ductless extraction system.	
	TECHNICAL REQUIREMENTS (Continued)	BIDDER COMPLY OR DON'T COMPLY
3.7	The DFO/NIN/IND fingerprint development chamber must have a viewing window and internal lights to enable the progress of development to be observed.	
3.8	The DFO/NIN/IND fingerprint development chamber must have a digital temperature and humidity display that provides clear settings at an average operating height.	
3.9	The DFO/NIN/IND fingerprint development chamber must have a heat- and water-resistant interior.	
3.10	The DFO/NIN/IND fingerprint development chamber must have a rapid condition recovery after door is opened and closed.	
3.11	The DFO/NIN/IND fingerprint development chamber must have airflow alarm for blocked filters.	
3.12	The DFO/NIN/IND fingerprint development chamber must have UV decontamination lights.	
3.13	The DFO/NIN/IND fingerprint development chamber must have a low water level warning light/alarm that notifies when to add water.	
3.14	The fingerprint development chamber must provide gentle, forced, vertical airflow that provides uniform environmental conditions, eliminating condensation, and keeps evidence moisture-free	
3.15	A source of distilled water must be supplied for the generation of the humidity within the fingerprint development chamber.	
3.16	Temperature Requirements	
3.16.1	The air temperature range of the fingerprint development chamber must be at least between 50°C and 100°C with accuracy $\pm 0.5^\circ\text{C}$.	
3.16.2	The fingerprint development chamber must be fitted with an over-temperature safety cut-out.	



TECHNICAL REQUIREMENTS (Continued)		BIDDER COMPLY OR DON'T COMPLY
3.17	Humidity Requirements	
3.17.1	The fingerprint development chamber must develop fingerprints at high temperature and with or without controlled relative humidity.	
3.17.2	The relative humidity range of the fingerprint development chamber must be at least between 40% to 90% Relative Humidity (RH), of the specified temperature range.	
3.18	Chamber capacity	
3.18.1	The interior of the chamber and shelves must be made from high quality, corrosion resistant material that is resistant to acetic acid vapour.	
3.18.2	Primary filters must be included for each DFO/NIN/IND fingerprint development chamber.	
4.	SITE VISIT	
Notification		
The bidder will be notified in advance of the intended visit of the evaluation committee. The bidder will also be informed concerning the size of the visiting group.		
4.1	Location The facility must be situated in South Africa.	
4.2	Minimum requirements for the presentation As an absolute minimum the following must be addressed in the presentation: <ul style="list-style-type: none"> • Background of the company • Detailed information concerning the fingerprint development chamber • Roles and responsibilities of the bidder's team members 	

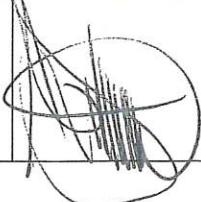
4.3	The presentation must be supplied to the evaluation committee upon arrival.	
	SITE VISIT (Continued)	BIDDER COMPLY OR DON'T COMPLY
4.4	Minimum requirements for the tour of the facility The entire facility must be shown to the evaluation committee.	
4.5	The evaluation committee may take pictures of any part of the facility for the evaluation report.	
4.6	Minimum requirements for Demonstration A practical demonstration or a virtual practical demonstration must be conducted at the bidder's facility for each item bidden for. A replacement or reference facility will not be entertained	
4.7	The successful bidder who performed virtual demonstration during site visit must conduct practical demonstration with the end user prior to delivery at the bidder's site.	
5.	DEMONSTRATION DURING INSTALLATION	
5.1	Practical Demonstration The practical demonstration must be done at the site where the equipment is delivered.	
5.2	The successful bidder must supply as a minimum the following: <ul style="list-style-type: none"> • Copies of relevant scientific articles and publications • Each individual must perform the practical part on their own during the practical demonstration • The practical demonstration must be provided by individual(s) authorised by the manufacturer of the Fingerprint development chamber. 	



	DEMONSTRATION DURING INSTALLATION (Continued)	BIDDER COMPLY OR DON'T COMPLY
5.3	<p>As a minimum the following must be addressed:</p> <ul style="list-style-type: none"> • Working of the fingerprint development chamber • Safe operating procedures • Post-processing of the fingerprint development chamber • Troubleshooting and • Minor maintenance of the fingerprint development chamber 	
6.	DELIVERY and QUALIFICATION	
6.1	<p>Documentation</p> <p>All documentation must contain the serial numbers of the specific equipment to ensure traceability.</p>	
6.2	<p>Delivery</p> <p>The end-user must be informed in advance of the delivery. The equipment must be delivered to the site by the bidder.</p>	
6.3	<p>The successful bidder must supply an equipment manual at the site in hard (printed) format and as well as digital media.</p>	
6.4	<p>After unpacking the packaging material must be removed from the site by the successful bidder.</p>	
6.5	<p>A delivery note under the company's letterhead must be supplied to the end-user on delivery containing all the serial numbers associated with the delivered equipment.</p>	

	DELIVERY and QUALIFICATION (Continued)	BIDDER COMPLY OR DON'T COMPLY
6.6	<p>Testing</p> <p>On delivery, the equipment must be installed and tested. The factory trained technician must declare the equipment fit for use. The following qualification protocols must be carried out by the technician and certificates issued.</p> <ul style="list-style-type: none"> • An installation qualification (IQ), • Operation qualification (OQ) • Performance qualification (PQ) <p>The certificates must be issued within 7 calendar days.</p>	
7.	WARRANTY	
7.1	<p>Full warranty</p> <p>The bidder must supply the end-user with the warranty certificates for the fingerprint development chamber. The certificates must indicate the validity period.</p>	
7.2	The bidder must replace the fingerprint development chamber at no cost to SAPS if it is faulty and irreparable within 90 days during warranty period.	

THE SPECIFICATION WAS PERUSED AND APPROVED BY:

RANK	SURNAME & INITIALS	DESIGNATION	SIGNATURE AND DATE
Col	Jwili	Acting Section Head: Crime Scene Management	 2025/09/16

ATTACHMENT 1 – LOCATION OF CRIME SCENE LABORATORIES

EASTERN CAPE	FREE STATE	KWAZULU NATAL
CRADOCK	BETHLEHEM	DURBAN
EAST LONDON	KROONSTAD	KOKSTAD
FORT BEAUFORT	PARK ROAD	LADYSMITH
GRAHAMSTOWN	PHUTHADITJHABA	MTUBATUBA
JEFFREYSBAY	SELOSESHA	NEWCASTLE
KING WILLIAMS TOWN	WELKOM	PIETERMARITZBURG
MIDDELBURG	ZAMDELA	RICHARDS BAY
MOUNT ROAD		VRYHEID
MTHATHA	GAUTENG	
PORT ALFRED	GA RANKUWA	NORTHERN CAPE
PORT ELIZABETH CSI	GERMISTON	DE AAR
QUEENSTOWN	JHB	KIMBERLEY
UITENHAGE	KEMPTONPARK	KURUMAN
MPUMALANGA	KRUGERSDORP	SPRINGBOK
ACORNHOEK	LYTTELTON	UPINGTON
ERMELO	PRETORIA	
LYDENBURG	PROTEA GLEN	WESTERN CAPE
NELSPRUIT	SANDTON	BEAUFORT WEST
SECUNDA	SPRINGS	BELLVILLE
WITBANK	VEREENIGING	CAPE TOWN
		GEORGE
NORTH WEST	LIMPOPO	MITCHELLS PLAIN
BRITS	LEBOWAKGOMO	PAARL
KLERKS DORP	LEPHALALE	VREDENDAL
LICHTENBURG	MAKHADO	WORCESTER
MMABATHO	MODIMOLLE	

BID SPECIFICATION FOR THE SUPPLY, DELIVERY AND QUALIFICATION OF DFO/NIN/IND
FINGERPRINT DEVELOPMENT CHAMBER FOR A PERIOD OF TWO YEARS AT SAPS:
COMPONENT: CRIMINAL RECORD AND CRIME SCENE MANAGEMENT: CRIME SCENE
LABORATORIES: NATIONALLY

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POTCHEFSTROOM	MUSINA	
RUSTENBURG	POLOKWANE	
VRYBURG	THABAZIMBI	
	THOHOYANDOU	



DEVIATION SHEET: Bid 19/1/9/1/24TD (25)

To all bidders:

Please complete the deviation sheet for **all alternative or additional offers made.**

Please complete the deviation sheet for all paragraphs in the specification that you comment **“Do not comply”**

Specification paragraph:
<i>Reason:</i>

<i>Offered:</i>

Specification paragraph
<i>Reason:</i>



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DEVIATION SHEET: Bid 19/1/9/1/24TD (25)

<i>Offered:</i>	
Specification paragraph	
<i>Reason:</i>	
<i>Offered:</i>	



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DEVIATION SHEET: Bid 19/1/9/1/24TD (25)

Specification paragraph	
<i>Reason:</i>	
<i>Offered:</i>	

Annexure A

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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10. Delivery and documents
11. Insurance
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20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
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33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

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

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

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

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

envisioned 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 (NIP) Programme

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)