



17.6.3 Cost components and proportions

- a) The cost components of the contract price usually constitute the cost of materials (raw material or finished product), cost of direct labour, cost of transport and those other costs which are inclined to change. The proportions are the contribution to the contract price of each of these cost components. In this bid the following cost components will be used to calculate contract price adjustments.
- b) Bidders are requested to submit the cost breakdown of the bid price for each item with their bid. Should the cost breakdown be the same for all items on the bid, please indicate it clearly in the bid document. Successful bidders will not be allowed to change the cost breakdown of bid prices during the tenure of the contract.
- c) In a case where the same cost components are applicable to all items offered please fill out the Cost components document attached with the bid other than that cost components must be indicated on each line item when finalising pricing schedule.

Cost Component	% Contribution
D1- Imported Raw Material / Finished product (if applicable)	
D2 - Local Raw Material / Finished product (if applicable)	
D3 - Labour	
D4 - Transport	
D5 – Housing and utilities	
D6 – Other	
TOTAL (Cost components must add up to 100%)	100 %

17.6.4 Applicable indices / references

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



Cost component	Index Publication	Index Reference
D1 – Imported Raw Material / Finished product (if applicable)	Supplier / Manufacturer invoice(s) and remittance	Documentary evidence to accompany claim.
D2 - Local Raw Material / Finished product (if applicable)	STATS SA P0142.1 (PPI) Table 1	Textiles, clothing and footwear– Clothing OR Documentary evidence to accompany claim
D3 - Labour	STATS SA P0141 (CPI), Table E OR Labour agreement ²	Table E - All Items OR Labour agreement to be provided
D4 – Transport	STATS SA P0141 (CPI) Table E	Table E - Transport – Other Running Cost
D5 – Housing and utilities	STATS SA P0141 (CPI) Table E	Table E – Housing and utilities Headline
D6 – other	Specify	Documentary evidence to accompany application

17.6.5 Base Index Date

The base index date applicable to the formula is defined as the date at which the price adjustment starts. In this bid the base index date is 2023-01-01.

17.6.6 End Index Date

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



17.6.7 Price Adjustment Periods

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

Adjustment	CPA application to reach the office at the following dates	End Index Date	Dates from which adjusted prices will become effective
1 st Adjustment	After One year of signing the contract		Date of application of adjustment after approval was obtained

** In cases where invoices are supplied as documentary evidence, it is advised that invoices closest to the Base Index date and the End Index date be submitted. It should ideally reflect the adjustment period.*

** In the absence of a labour agreement, the labour cost component will be adjusted with CPI Headline inflation.*

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

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

The formula described above will be used and the imported cost component of the bid price (D1) will be adjusted taking into account the base RoE rate (refer paragraph 30.3.4) and the average RoE rate over the period under review indicated in paragraph 30.3.6 below.

In the event where the RoE adjustment goes hand in hand with a material/product price increase, the material/product price (in foreign currency) will be converted to South African currency using the base rate (paragraph 30.3.4) for the earlier invoice and the average RoE rate for the period under review as indicated in paragraph 30.3.6 below for the later invoice.

The imported cost component (D1) will be adjusted together with all the other cost components indicated in paragraph 30.2.3 and 30.2.4 above and at the predetermined dates indicated in paragraph 30.2.7 above

Rate(s) of exchange to be used in this bid in the conversion of the bid price of the item(s) to South African currency is indicated in the table below.



Currency	Rates of exchange 12-month average for the contract period
US Dollar	16,36317375
Pound Sterling	20,17991158
Euro	17,291054
Yuan	2,430866

Should the bidder make use of any other currency not mentioned above, the bidder is requested to calculate the average for the period **January 2022 to December 2022** using the Reserve Bank published rates for the specific currency. Visit www.reservebank.co.za to obtain the relevant rates. Please refer to TCBD 2 (Procedure to download historical exchange rates from the Reserve Bank website) for instructions.

Contract price adjustments due to rate of exchange variations are based on average exchange rates as published by the Reserve Bank for the periods indicated hereunder:

Adjustment	Average exchange rates for the period:
1st Adjustment	Date to Date

18. GENERAL

Unless prior approval has been obtained from SAPS Contract Management, no adjustment in contract prices will be made.

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

CPA applications will be applied strictly according to the specified formula and parameters above as well as the cost breakdown supplied by bidders in their bid documents.

In the event where the supplier's CPA application, based on the above formula and parameters, differs from Contract Management SAPS verification, Contract Management SAPS will consult with the supplier to resolve the differences. The South African Police Service reserves the right to negotiate amended contract prices at any stage prior to the final notification to end users.



19. BREACH OF CONTRACT

The South African Police Service reserves the right to terminate the contract(s) if the contractor does not honour contract(s) obligations including submission of information.

20. PACKAGING

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

NAME OF BIDDER:

NAME OF CONTACT PERSON:

CAPACITY:

SIGNATURE: DATE:

BID SPECIFICATION FOR THE SUPPLY, DELIVERY, AND DEMONSTRATION OF INSTANT FINGERPRINT DETECTOR DEVICE FOR A PERIOD OF TWO YEARS : CRIME SCENE INVESTIGATION: SAPS

SPECIFICATION
NUMBER 323267/2022

1. SPECIFICATION INSTRUCTION & BACKGROUND

1.1 Scope of the requirements

The South African Police Service: Crime Scene Management requires the Instant fingerprint detector device that will be used to enhance and capture developed fingerprints with different tints of Fluorescent Powders at crime scenes.

1.2 Enquiries

Lieutenant Colonel ML Lalla may be contacted for technical enquiries via e-mail (Lallaml@saps.gov.za). No other method (of contact) may be used to contact him during the bid period as this will lead to the bidder being automatically excluded from the bid evaluation process.

1.3 Delivery addresses

Ordered Instant fingerprint detector devices must be delivered to the site in South Africa from where it was ordered. See **Attachment 1 – Delivery Addresses**.

Contact details of the commanders and or supervisors for different sites will be provided after Bid allocation

1.4 Equipment needed

Instant fingerprint detector devices will be ordered as and when needed.

1.5 Bid documentation

The bid proposal documentation with all supporting documents must be spiral bonded and signed by the bidder to ensure that no page gets misplaced. The response may be broken up into more than one document if it is too bulky to be contained in one document.

1.6 Bid format

NB: The Bidder needs to confirm compliance in writing (**hand written**) to requirements contained in this section. Failure to enter **COMPLY** or **DON'T COMPLY** in the relevant column will be interpreted as **DON'T COMPLY** and will result in the **disqualification of the bid**. No tick(✓) or cross(x) will be accepted.

BID SPECIFICATION FOR THE SUPPLY, DELIVERY, AND DEMONSTRATION OF INSTANT FINGERPRINT DETECTOR DEVICE FOR A PERIOD OF TWO YEARS : CRIME SCENE INVESTIGATION: SAPS

SPECIFICATION
NUMBER 323267/2022

2.	INSTANT FINGERPRINT DETECTOR DEVICE	
2.1	Purpose	
2.1.1	The Instant fingerprint detector device will be used to enhance and capture developed fingerprints with different tints of Fluorescent Powders at crime scenes.	
2.2	Requirements for Instant Fingerprint Detector Device	COMPLIANCE COMPLY / DO NOT COMPLY
2.2.1	The all in one Instant fingerprint detector device must be made of strong and durable material (Monocoque high stiffness carbon fiber reinforced thermoplastic) and should be compact for protection against dust with ingress protection 64 (Complete protection against dust from enclosure and protected against splashes from all directions limited ingress permitted)	
2.2.2	The device must have the following: • The main body with light source (sensor). ICN code: 3695T05084568 • A digital display screen with LED controller ICN code: 3695T05084569 • Rechargeable battery ICN code: 6140T05084570 • Battery charger ICN code: 6140T05084571	
2.2.3	All in one device should be portable to carry on crime scenes, the total weight should be between minimum of 500g and maximum of 1000g.	
2.2.4	The main body (sensor) must be able to firmly attach to macro camera lenses of different digital camera brands. The sensor must have a built-in light source. The light source should have wavelength range of 400-670 nm. The light source angle must be adjustable between 0-15 degrees. The intensity of the light source must be controlled on the LED control.	
2.2.5	The light source angle control must be effective on irregular, reflector and curved surfaces. .	

BID SPECIFICATION FOR THE SUPPLY, DELIVERY, AND DEMONSTRATION OF INSTANT FINGERPRINT DETECTOR DEVICE FOR A PERIOD OF TWO YEARS : CRIME SCENE INVESTIGATION: SAPS

SPECIFICATION
NUMBER 323267/2022

2.2	Requirements for Instant Fingerprint Detector Device (continue)	COMPLIANCE COMPLY / DO NOT COMPLY
2.2.6	The sensor must have a compound lens and use a shortpass filter.	
2.2.7	The main body must have a cylindrical cover for blocking external light.	
2.2.8	The main body must have a built-in scale: Fluorescent or normal black and white	
2.2.9	The digital display screen must have an LED lighting controller to change colors, lights and also color temperatures. The digital display screen must be provided with connecting cables to connect the LED lighting controller to the light source (main body) for electrical integration.	
2.2.10	The digital display screen must have a built-in battery, with a battery span of approximately 8 hours in continuous use. (Preferably lithium ion battery)	
2.2.11	The device should be supplied in a durable transportation box.	
3.	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.		
3.1	Location The bidders facility must be situated in South Africa.	

BID SPECIFICATION FOR THE SUPPLY, DELIVERY, AND DEMONSTRATION OF INSTANT FINGERPRINT DETECTOR DEVICE FOR A PERIOD OF TWO YEARS : CRIME SCENE INVESTIGATION: SAPS

SPECIFICATION
NUMBER 323267/2022

3.	SITE VISIT (continue)	COMPLIANCE COMPLY / DO NOT COMPLY
3.2	Minimum requirements for the presentation As an absolute minimum the following must be addressed in the presentation: • Background of the company • Detailed information concerning the instant fingerprint detector device • Roles and responsibilities of the bidder's team members • Project plan for maintenance and calibration, with the capacity to attend to unscheduled maintenance	
3.3	The presentation must be supplied to the evaluation committee upon arrival.	
3.4	Minimum requirements for meeting the bidder's team All the team members involved in this project and discussed in the presentation must be present on the day of the visit.	
3.5	Minimum requirements for the tour of the facility The entire facility must be shown to the evaluation committee.	
3.6	The evaluation committee may take pictures of any part of the facility for the evaluation report.	
3.7	Minimum requirements for the Practical Demonstration This practical demonstration must be conducted at the bidder's facility. A replacement or reference facility will not be entertained.	

BID SPECIFICATION FOR THE SUPPLY, DELIVERY, AND DEMONSTRATION OF INSTANT FINGERPRINT DETECTOR DEVICE FOR A PERIOD OF TWO YEARS : CRIME SCENE INVESTIGATION: SAPS

SPECIFICATION
NUMBER 323267/2022

4	MAINTENANCE	COMPLIANCE COMPLY / DO NOT COMPLY
4.1	Maintenance plan A full detailed maintenance plan indicating components of the instant fingerprint detector which require maintenance by a factory trained competent technician from the service provider with allocated resources for the contract period must be supplied with the bid documentation. This plan must include the actual planned maintenance and the delivery of the certificates to this effect. Capacity for unscheduled maintenance must also be included. This plan must be filed under Appendix 3 – Maintenance Plan of the submitted bid proposal documentation.	
4.2	The maintenance plan for the contract period must include all costs for original replacement of damaged parts, and labour.	
4.3	The next date for maintenance must be indicated on the equipment	
4.4	The bidder shall ensure that the measuring equipment used to calibrate the intensity of the wavelengths is traceable to the National Standards/ International standards. This must be filed under Appendix 4 – Certificate of compliance and be submitted with the bid proposal documents.	

BID SPECIFICATION FOR THE SUPPLY, DELIVERY, AND DEMONSTRATION OF INSTANT FINGERPRINT DETECTOR DEVICE FOR A PERIOD OF TWO YEARS : CRIME SCENE INVESTIGATION: SAPS

SPECIFICATION
NUMBER 323267/2022

4	MAINTENANCE (continue)	COMPLIANCE COMPLY / DO NOT COMPLY
4.5	Labelling of equipment There must be an area on the equipment where it will indicate when the equipment was last maintained and calibrated and when the next scheduled maintenance and calibration will take place. This must not be a plastic sleeve attached the equipment.	
4.6	Response time for breakdown When a breakdown is logged (received and recorded) with the bidder's helpdesk a technician must be on-site within 3 working days.	
5.	DELIVERY and QUALIFICATION	
5.1	Documentation All documentation must contain the serial numbers of the specific equipment to ensure traceability.	
5.2	Delivery The end-user must be informed in advance of the delivery. The equipment must be delivered to the site by the successful bidder.	
5.3	The successful bidder must supply an equipment manual at the site in hard (printed) format and as well as electronic copy saved on a memory stick/disc	
5.4	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.	

BID SPECIFICATION FOR THE SUPPLY, DELIVERY, AND DEMONSTRATION OF INSTANT FINGERPRINT DETECTOR DEVICE FOR A PERIOD OF TWO YEARS : CRIME SCENE INVESTIGATION: SAPS

SPECIFICATION
NUMBER 323267/2022

	DELIVERY and QUALIFICATION(continued)	COMPLIANCE COMPLY / DO NOT COMPLY
5.5	Testing On delivery, the equipment must be fitted on all camera lenses 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 after 5 calendars days. • An installation qualification (IQ), • Operation qualification (OQ) an example of • Performance qualification (PQ)	
5.6	Completion of delivery, qualification and issuing of certificates This process must be completed within 30 calendar days after the order was received.	
5.7	Full warranty The successful bidder must supply the end-user with the warranty certificates. The certificates must indicate the validity period.	
5.8	The bidder must replace the Instant Fingerprint detector device within 60 days at no cost to SAPS, if it cannot be repaired within the warranty period.	
5.9	The details of the warranty (including period) must be submitted after the contract has been awarded	

BID SPECIFICATION FOR THE SUPPLY, DELIVERY, AND DEMONSTRATION OF INSTANT FINGERPRINT DETECTOR DEVICE FOR A PERIOD OF TWO YEARS : CRIME SCENE INVESTIGATION: SAPS

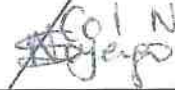
SPECIFICATION
NUMBER 323267/2022

ATTACHMENT 1: DELIVERY ADDRESSES

PROVINCE	DELIVERY TO	STREET ADDRESS	GPS COORDINATES
HEAD OFFICE ICN CODE: :9825T05085117	Crime Scene Management	7 th Floor, Bothongo Plaza West, 271 Francis Baard Street, Pretoria	S25°44'57/E28°11'30
LIMPOPO ICN CODE: 9825T05085118	Provincial office	No.9 20 th Avenue, Industrial Area, Polokwane	S23°53.540/E029°26.986
FREE STATE ICN CODE: 9825T05085119	Provincial office	c/o Aliwal & Fontein str Bloemfontein	S26°21'45.28/E27°51'24.4
WESTERN CAPE ICN CODE: 9825T05085120	Provincial office	Thomas Boydell Building, 3rd Floor, Parade Street, Cape Town	S33°55.38/E18°25.21
NORTH WEST ICN CODE: 9825T05085121	Provincial office	C/o Peter Mokaba & Wolmarans Street, Louis Le Grange building (Court building)	S26°42'45.96''/E27°05'45.97''
MPUMALANGA ICN CODE: 9825T05085122	Provincial office	Corner Botha and Kruger street, Witbank	S25°46.755 / E29° 26.836
NORTHERN CAPE ICN CODE: 9825T05085123	Provincial office	1st Floor, Room 4, Old Absa Building 69-73 Du Toitspan Road	S24°45.954/E28° 44.433
GAUTENG ICN CODE: 9825T05085124	Provincial office	No.1 Commissioner Street, Johannesburg Central Police Station, 8 th Floor	S26 12'12.16/E028 01'52.75
EASTERN CAPE ICN CODE: 9825T05085125	Provincial office	No 05 Cowen Close, Cash Building, Schornville, King Williamstown	S32°53.41/E27°24.03
KWAZULU NATAL ICN CODE: 9825T05085126	Provincial Office	15 Bram Fischer Road Servamus Building	S29°51'06.6/E31°01'58.7

BID SPECIFICATION FOR THE SUPPLY, DELIVERY, AND DEMONSTRATION OF INSTANT FINGERPRINT DETECTOR DEVICE FOR A PERIOD OF TWO YEARS : CRIME SCENE INVESTIGATION: SAPS

SPECIFICATION
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RANK	SURNAME & INITIALS	DESIGNATION	SIGNATURE
Colonel	Maimane I	Section Commander: Crime Scene Management	 Col Maimane
Colonel	Siyengo N	Technical Manager : Crime Scene Management	 Col N. Siyengo
Brigadier	Diko SH	Section Head: Crime Scene Management	 Brig Diko SH

2022/02/06



To all bidders:

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

Specification paragraph:
Reason:
Offered:
Additional:
Please con.
specific:
Applied:
Specification paragraph
Reason:



19/1/9/1/136TD (22) 42(0)

DEVIATION SHEET: Bid 19/1/9/1/ 136 TD (22)

Offered:

Specification paragraph

Reason:

Offered:



19/1/9/1/_136_TD (22) 48(c)

DEVIATION SHEET: Bid 19/1/9/1/ 136 TD (22)

Specification paragraph

Reason:

Offered:

SBD 3.1

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

Name of bidder..... Bid number **19/1/9/136TD (22)**
Closing Time 11:00 Closing date: **2023-04-11**

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

Item Nr	ICN NUMBER	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
1	3695T05084568	Fingerprint Detector Device: Main body with light source(sensor)	1	
2	3695T05084569	Digital display screen with LED controller	1	
3	6140T05084570	Rechargeable Battery	1	
4	6140T05084571	Battery Charger	1	
5	9825T05085117	Delivery : Head Office: Crime Scene Management, 7 th Floor, Bothongo Plaza West, 271 Francis Baard Street, Pretoria	1	
6	9825T05085118	Delivery: Limpopo: Provincial Office, No.9 20 th Avenue, Industrial Area, Polokwane	1	
7	9825T05085119	Delivery: Free State: Provincial Office: c/o Aliwal and Fontein Street, Bloemfontein	1	
8	9825T05085120	Delivery: Western Cape: Provincial Office: Thomas Boydell Building, 3 rd Floor, Parade Street, Cape Town	1	
9	9825T05085121	Delivery: North West: Provincial Office: c/o Mokaba and Wolmarans Street, Louis Le Grange building (Court Building)	1	

Item Nr	ICN NUMBER	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
10	9825T05085122	Delivery: Mpumalanga: Corner Botha and Kruger Street, Witbank	1	
11	9825T05085123	Delivery: Northern Cape: Provincial Office: 1 st Floor, Room 4, Old Absa Building, 69-73 Du Toitspan Road	1	
12	9825T05085124	Delivery: Gauteng: Provincial Office: No. 1 Commissioner Street, Johannesburg Central Police Station, 8 th Floor	1	
13	9825T05085125	Delivery Eastern Cape: Provincial Office: No. 05 Cowen Close, Cash Building, Schornville, King Williams Town	1	
14	9825T05085126	Delivery: Kwazulu Natal; Provincial Office: 15 Bram Fischer Road, Servamus Building	1	

- Required by: **DIVISION: Detective and Forensic Services**

- Nationally as per Attachment 1: Delivery Addresses

- COUNTRY OF MANUFACTURE

Brand and model

- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s)

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

- Delivery basis

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

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

*Delete if not applicable

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

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

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 | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> |

- 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.