

4. DECLARATION

I, THE UNDERSIGNED (NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3  
ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR  
ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

SIGNATURE

DATE

POSITION

NAME OF BIDDER

**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**

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**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
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

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—

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

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

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

**Note to 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:** .....

.....

.....

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1.	<b>INTRODUCTION</b>
1.1	<b>PURPOSE</b>
1.1.1	The South African Police Service: Crime Scene Laboratory requires supply, delivery, qualification, training and maintenance of a digital capturing system. The system must capture, enhance latent and developed fingerprints.
1.2	<b>Quantities required &amp; contract period</b>
1.2.1	Supply One (1) Digital capturing and enhancement system (ICN 9825T05088823).
1.2.2	The contract period will be two (2) years including maintenance.
1.3	<b>Completion of documentation</b>
1.3.1	The Bidder needs to confirm compliance in writing 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. Do not make a tick (✓) or an (x) on the specified area.
1.3.2	<b>Bid documentation</b> The bid proposal documentation with all supporting documents must be bonded to ensure that no page gets misplaced. The response maybe broken up into more than one document if it is too bulky to be contained in one document.
1.3.3	<b>Deviations</b> The bidder that deviates from the specifications as indicated in this document will be disqualified.

2 GENERAL REQUIREMENTS		BIDDER COMPLY OR DON'T COMPLY
2.1	<b>Capacity of bidder</b>	
2.1.1	The bidder must be capable of supplying, delivering and qualifying the above-mentioned equipment.	
2.2	<b>Delivery Location</b>	
2.2.1	Ordered Digital capturing and enhancement system must be delivered to Pretoria, National Crime Scene Laboratory. Contact details of the commander and/or supervisor will be provided to the successful bidder.	
2.3	<b>Unique identifier:</b>	
2.3.1	<p><b>The digital capturing and enhancement system must be clearly identified by:</b></p> <ul style="list-style-type: none"> <li>• name</li> <li>• make</li> <li>• model</li> <li>• serial number</li> <li>• manufacturing date and life span of the equipment</li> <li>• manufacturer's (supplier's) details and contact numbers.</li> </ul> <p>This unique number (serial number) must be used on all documentation pertaining to specific equipment.</p>	

3	DIGITAL CAPTURING AND ENHANCEMENT SYSTEM SPECIFICATIONS	BIDDER COMPLY OR DON'T COMPLY
3.1	<p>The system must be capable of the following minimum solutions:</p> <ul style="list-style-type: none"> <li>• Light source solution to visualize fingerprints</li> <li>• Digital capturing solution to capture developed fingerprints</li> <li>• PC with Software solution to capture and enhance fingerprint</li> <li>• Printing solution to print enhanced fingerprint</li> </ul>	
3.2	The bidder must supply the system with a light source solution with wavelengths covering UV, Visible and IR spectrum range.	
3.3	The wavelength control panel must allow the user to increase or decrease the light intensity.	
3.4	The light source solution must have a built-in cooling mechanism.	
3.5	The light source solution must contain one set of anti-glare UV protection safety goggles in multi-colours which must be compatible for use with different coloured light sources.	
3.6	The light source solution must be provided with a flexible light guide; including light guide holder for holding light at a specific angle.	
3.7	The bidder must supply a copy stand with a hood. The hood must enable the reduction of light exposure.	
3.8	The digital capturing solution must be mounted on the copy stand.	
3.9	<p>The digital capturing solution must have the following capabilities:</p> <ul style="list-style-type: none"> <li>• High resolution and full frame digital single lens reflex with 1:1 lens (Macro)</li> <li>• The capability of imaging UV, Visible and IR</li> </ul>	
3.10	The digital capturing solution must be accompanied by numerous multi-colour polarizing filters with variable degrees to be used when capturing fingerprints.	

	DIGITAL CAPTURING AND ENHANCEMENT SYSTEM SPECIFICATIONS (continued)	BIDDER COMPLY OR DON'T COMPLY
3.11	<p>The PC with software solution to accommodate capturing of fingerprint images and enhancement until final printing of enhanced images to a scale of 1:1. The software solution must consist of the following modules:</p> <ul style="list-style-type: none"> <li>• Guidance on how to photograph and enhancement of latent and patent fingerprint types in the laboratory</li> <li>• Software interface between digital capturing solution and computer.</li> <li>• Image validation</li> <li>• Image enhancement</li> <li>• Audit trail</li> <li>• Creation of court charts</li> </ul>	
3.12	The software solution must provide the user with a toolbox for image enhancement of latent and patent fingerprints from any chemical processing.	
3.13	The printing solution should be able to print captured images such as the latent and patent fingerprints on one-to-one [1:1] scale.	
3.14	The system should be password protected with each user having a unique password to access the system; including administrative rights.	
3.15	The system should have imbedded <i>audit trail</i> software which automatically records in detail [i.e. user details; date, time and duration of use after log in; and scope of work performed]; all users who worked on a specific image from capturing, enhancement and printing.	
3.16	The system should be provided with image validation software in order to protect all fingerprint images recorded by the system.	
3.17	The system must enable the operator to confirm the authenticity of original images presented as evidence and must allow for addition of a watermark.	
3.18	The system should allow for the creation of digital court chart for presentation in court.	
3.19	The printing solution must be a high resolution, digital and colour.	

DIGITAL CAPTURING AND ENHANCEMENT SYSTEM SPECIFICATIONS (continued)		BIDDER COMPLY OR DON'T COMPLY
3.20	The printing solution must use both glossy and matte finish paper with auto feeder.	
4	<b>SITE VISIT</b>	
4.1	<b>Location</b>	
4.1.1	The facility for site visit must be the bidder's facility within the South African boundaries.	
4.2	<b>Minimum expectations from visit</b>	
4.2.1	<p>As a minimum the evaluation committee must:</p> <ul style="list-style-type: none"> <li>• Receive a presentation from the bidder;</li> <li>• Meet the bidder's entire team allocated to this project;</li> <li>• Have a tour of the facility;</li> <li>• See the entire system as offered in the bid response; and</li> <li>• Practical or virtual demonstration of the equipment.</li> </ul>	
4.3	<b>Minimum requirements for the Demonstration</b>	
4.3.1	<p>As a minimum requirement the following must be demonstrated:</p> <ul style="list-style-type: none"> <li>• Daily maintenance</li> <li>• Cleaning of the equipment</li> <li>• Replacement of components</li> <li>• Processing simulated crime samples from start to finish with an expectable end result</li> <li>• Troubleshooting</li> </ul>	
4.3.2	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	MAINTENANCE	BIDDER COMPLY OR DON'T COMPLY
5.1	<b>Maintenance</b>  <b>Maintenance (ICN 9825T05088827)</b>  Maintenance must include the following: <ul style="list-style-type: none"> <li>• Annual preventative maintenance service</li> <li>• Provision of breakdown maintenance and repairs</li> <li>• Renewal of software licenses</li> <li>• Upgrade of computer hardware when required</li> </ul>	
5.2	<b>Labelling of equipment</b>	
5.2.1	There must be an area on the system where it will indicate when the equipment was last maintained and when the next scheduled maintenance will take place.	
5.3	<b>Certificates</b>	
5.3.1	The technicians must be authorised to issue certificates for completed maintenance activities.	
5.3.2	Certificates must be supplied to the site at least within 7 calendar days after the functions have been performed.	
5.3.3	The next date for maintenance must be indicated on the equipment.	
5.4	<b>Response time for breakdown</b>	
5.4.1	When a breakdown is logged with the bidder a technician must be on-site within 3 working days.	
6	<b>DELIVERY, INSTALLATIONS and QUALIFICATION</b>	
6.1	<b>Documentation</b>	
6.1.1	All documentation must contain the <b>unique identification number or code</b> of the system to ensure traceability.	

	DELIVERY, INSTALLATIONS and QUALIFICATION (continued)	BIDDER COMPLY OR DON'T COMPLY
6.2	<b>Delivery (ICN 9825T05088824)</b>	
6.2.1	The system must be delivered to the site by the supplier. After unpacking the packing material must be removed from the site by the supplier.	
6.2.2	A document under the company's letterhead must be supplied to the client on delivery containing all the serial numbers associated with the delivered system, from the smallest to largest component.	
6.3	<b>Installation</b>	
6.3.1	The equipment must be correctly installed by the supplier. An installation qualification (IQ) (ICN 9825T05088825) must be performed. A certificate to this effect must be issued.	
6.4	<b>Testing</b>	
6.4.1	After installation the equipment must be tested by the supplier with the necessary simulated crime samples. The equipment must be declared fit for use and an operation qualification (OQ) certificate must be issued.	
6.5	<b>Manuals required</b>	
6.5.1	The necessary operator manual, in printed format and as an electronic copy, must be supplied to the site of installation. This must be a detailed document and not just a Quick Start Guide. Error handling must be addressed in this document to assist the operator in identifying and possible rectifying encountered problems and errors.	
6.5.2	The necessary maintenance manual, in printed format and as an electronic copy, must be supplied to the site of installation.	

	DELIVERY, INSTALLATIONS and QUALIFICATION (continued)	BIDDER COMPLY OR DON'T COMPLY
<b>6.6</b>	<b>System identification and description</b>	
6.6.1	After the system has been installed a document (on the company's letterhead) that contains the following information must be issued to the end-user: <ul style="list-style-type: none"> <li>• Name of the site</li> <li>• System name</li> <li>• Date of hand-over of system</li> <li>• Different components making up the system with their unique identifiers (such as serial numbers)</li> </ul>	
<b>7</b>	<b>TRAINING (ICN 9825T05088826)</b>	
7.1	Comprehensive on-site training, covering both operation and maintenance aspects, must be presented to a maximum of 20 trainees by the successful bidder within 2 weeks after installation	
7.2	Training must include: <ul style="list-style-type: none"> <li>• Theory, Basic operation, Troubleshooting aspects and software</li> <li>• Written and practical tests</li> <li>• Certificates to successful candidates</li> <li>• Training manual/digital media to be provided to each trainee</li> </ul>	
<b>8</b>	<b>WARRANTY</b>	
8.1	The successful bidder must supply the end-user with the warranty certificates for the digital capturing system. The certificates must indicate the validity period.	

BID SPECIFICATION FOR THE SUPPLY, DELIVERY, QUALIFICATION, TRAINING AND MAINTENANCE OF THE DIGITAL CAPTURING AND ENHANCEMENT SYSTEM OF FINGERPRINTS AT SAPS: COMPONENT: CRIMINAL RECORD AND CRIME SCENE MANAGEMENT: CRIME SCENE LABORATORIES: NATIONAL OFFICE

SPECIFICATION  
NUMBER: 323229/2023

8	WARRANTY	BIDDER COMPLY OR DON'T COMPLY
8.2	The bidder must replace the digital capturing and enhancement system 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
Colonel	Jwili A	Acting Section Head: Crime Scene Management	

2023-10-31

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## **Annexure A**

# **GOVERNMENT PROCUREMENT**

## **GENERAL CONDITIONS OF CONTRACT**

### **July 2010**

#### **NOTES**

The purpose of this document is to:

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

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

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

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## **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.

60/9674(33)<sup>4</sup>

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](http://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,

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**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,

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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