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DEPARTMENT: SOUTH AFRICAN POLICE SERVICE

REPUBLIC OF SOUTH AFRICA

Private Bag X254, Pretoria, 0001, Tel: 012 - 841 7459, Facsimile: 012 - 841 7071
117 Cresswell Road, Silverton, Pretoria

The Manager

Reference no: 19/1/9/1/133TD (22)

Date: _____

Enquiries: _____

Tel no: _____

Fax no: _____

Sir / Madam

REQUIRED BY THE SOUTH AFRICAN POLICE SERVICE

CLOSING TIME AND DATE FOR BIDS IS 11:00 on the date as specified in the document

The Department of the South African Police Service requires the item(s)/service as described per attached bid invitation, and you are requested to complete the bidding documents and to submit it in accordance with the under-mentioned stipulations:

! The conditions contained in the attached annexures apply.

! The bid must be submitted in a sealed envelope with the name and address of the bidder with the bid number closing date indicated on the envelope. The cover or envelope must not contain documents relating to any bid other than that shown on the cover or envelope.

! *Bids submitted per mail must be sent per registered mail. The Bid must still reach this office before the closing date and time. Failure to do so will invalidate the bid.*

! The bid will be valid for a period of 90 days after the closing date.

! The attached forms/annexures, if completed in detail and returned, will form part of your bid.

You are advised to acquaint yourself with the contents of the attached General Conditions of Contract.

It will be expected of the successful bidder to sign the formal contract at this office within seven (7) days after he/she has been informed to this effect.

REQUIRED BY THE SOUTH AFRICAN POLICE SERVICE

Yours faithfully

CLOSING TIME AND DATE

Colonel
E.S. STRYDOM
Procurement: MGP & Services

COLONEL
ACTING SECTION HEAD: PROCUREMENT MANAGEMENT
MOVABLE GOVERNMENT PROPERTY
ES STRYDOM

PLEASE NOTE



BID NO: 19/1/9/1/133TD (22)
CLOSING TIME: 11:00 ON 2023/04/05

IT IS ESSENTIAL THAT THE FOLLOWING BID DOCUMENT AND THE RELEVANT SPECIFICATION BE COMPLETED IN FULL. FAILURE TO COMPLETE ANY PART OF THE BID OR SPECIFICATION WILL INVALIDATE YOUR BID DOCUMENT.

PLEASE NOTE AND ADHERE TO PARAGRAPH 1 OF THE SPECIAL CONDITIONS,
FAILURE TO COMPLY WILL INVALIDATE YOUR OFFER.

NOTED BY THE BIDDER:

.....
SIGNATURE: BIDDER

.....
DATE



BID DOCUMENT CHECKLIST

BID NO: 19/1/9/1/133TD (22)

DESCRIPTION: BID NO. 19/1/9/1/133TD (22): SERVICE, MAINTENANCE, CALIBRATION AND SUPPORT OF AGILENT UTILIZED BY FORENSIC SCIENCE LABORATORY FOR A PERIOD OF THREE YEARS: SECTION CHEMISTRY: GAUTENG (PRETORIA), KWAZULU-NATAL (AMAZIMTOTI), EASTERN CAPE (PORT ELIZABETH) AND WESTERN CAPE (PLATTEKLOOF)

(Mark with Yes or No)

		Procurement Office	Bidder	Bid Management
NO.	REQUIREMENTS			
1	SBD forms (1,4 and 6.1)	x		
2	Pricing Schedule	x		
3	Central Supplier Database Profile	x		
4	Applicable Capability / Test Report / SABS or Compliance Certificate	N/A		
5	Profit Margin	x		
6	Special Requirements and Conditions	x		

BIDDER:

NAME IN PRINT

SIGNATURE

DATE

BID MANAGEMENT:

NAME IN PRINT

SIGNATURE

DATE

X = REQUIRED

YES = SUBMITTED / RECEIVED

NO = NOT SUBMITTED / NOT RECEIVED

NOTICE !!!!! NOTICE!!!!

ALL BID DOCUMENTS MUST BE HANDED IN AND REGISTERED AT SECURITY OFFICE BY THE PERSON HANDING IN THE DOCUMENTS AT 117 CRESSWELL ROAD SILVERTON, PRETORIA SCM: ON OR BEFORE 2023-04-05 BY 11:00 AM

A COMPULSORY BRIEFING SESSION WILL BE HELD ON 2023-03-22 AT, SCM 117 CRESSWELL STREET, SILVERTON, PRETORIA, @ 10:00. FAILURE TO ATTEND THE COMPULSORY BRIEFING SESSION WILL INVALIDATE YOUR BID DOCUMENT.

DETAILS OF EXACT VENUE WILL BE CONFIRMED TIMEOUSLY.

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PART A INVITATION TO BID

1. YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN POLICE SERVICE							
BID NUMBER:		19/1/9/1/133TD (22)		CLOSING DATE:		2023-04-05	
				CLOSING TIME:		11:00 AM	
DESCRIPTION:		SERVICE, MAINTENANCE, CALIBRATION AND SUPPORT OF AGILENT UTILIZED BY FORENSIC SCIENCE LABORATORY FOR A PERIOD OF THREE (3) YEARS: SECTION CHEMISTRY: GAUTENG (PRETORIA), KWAZULU-NATAL (AMAZIMTOTI), (EASTERN CAPE (PORT ELIZABETH) AND WESTERN CAPE (PLATTEKLOOF)					
2. BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:				3. BID RESPONSE DOCUMENTS MAY BE POSTED TO:			
DIVISIONAL COMMISSIONER SUPPLY CHAIN MANAGEMENT SOUTH AFRICAN POLICE SERVICE 117 CRESWELL ROAD SILVERTON PRETORIA 0184				DIVISIONAL COMMISSIONER SUPPLY CHAIN MANAGEMENT SOUTH AFRICAN POLICE SERVICE PRIVATE BAG X254 PRETORIA 0001			
4. BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:				5. TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON				CONTACT PERSON			
TELEPHONE NUMBER				TELEPHONE NUMBER			
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS				E-MAIL ADDRESS			
6. SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER		CODE			NUMBER		
CELLPHONE NUMBER							
FACSIMILE NUMBER		CODE			NUMBER		
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:			OR	CENTRAL SUPPLIER DATABASE NUMBER:	MAAA
CENTRAL SUPPLIER DATABASE REGISTRATION REPORT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART A:8]	
8. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES		<input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES		<input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES		<input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES		<input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES		<input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.							

PART B TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION:
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	THE BID BOX IS GENERALLY OPEN 24 HOURS A DAY, 7 DAYS A WEEK.
1.3.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.4.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).
1.5.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.
1.6.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.7.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2.	TAX COMPLIANCE REQUIREMENTS
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3.	GENERAL
3.1	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

SUPPLIER TO COMPLETE		
Are you a NEW supplier?	YES	KINDLY REGISTER ON NATIONAL TREASURY CSD: WWW.CSD.GOV.ZA AND OBTAIN A CSD SUPPLIER NUMBER
Are you an EXISTING Supplier?	YES	KINDLY PROVIDE YOUR CSD AND POLFIN SUPPLIER NUMBER
Supplier Number in CSD		
Supplier Number in POLFIN		

OFFICE USE ONLY			
RFQ received on:		Reason for rejection:	
Accepted		Rejected	
Supplier Number in POLFIN		Supplier Number in CSD	

C. CHECKLIST OF DOCUMENTS		CROSS REFERENCE	YES	NO	N/A
1.	Copy of Business entity's Registration Documents: i.e. CK2 form <ul style="list-style-type: none"> For Close Corporations – a copy of the CIPRO report showing the directors/owners/members of the cc For Pty Ltd – a copy of the CIPRO report as well as a copy of the shareholders agreement or a letter from your auditors confirming the shareholding of the company Copy of shareholders/members certificates / agreements 	Approved on CSD			
2.	Business entity's Vat Registration Certificate	Approved on CSD			
3.	Current Business entity original Tax Clearance Certificate	Approved on CSD			
4.	Identity Documents of Shareholders/Directors/Passport Documents	Approved on CSD			
5.	Proof of CIDB Registration	Approved on CSD			
6.	Registration of bank account details	Approved on CSD			
7.	B-BBEE Status level verification certificate	Approved on CSD			



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/133TD (22)

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SPECIAL CONDITIONS OF CONTRACT

BID NUMBER: 19/1/9/1/133TD (22)

SERVICE, MAINTENANCE, CALIBRATION AND SUPPORT OF

AGILENT UTILIZED BY FORENSIC SCIENCE LABORATORY

FOR A PERIOD OF THREE (3) YEARS: SECTION CHEMISTRY:

GAUTENG (PRETORIA), KWAZULU-NATAL (AMAZIMTOTI),

EASTERN CAPE (PORT ELIZABETH) AND WESTERN CAPE

(PLATTEKLOOF)

CLOSING DATE AND TIME OF BID: _____ @ 11h00

BID VALIDITY PERIOD: 90 DAYS



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/133TD (22)

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1. ABBREVIATIONS

BAC: Bid Adjudication Committee

B-BBEE: Broad-Based Black Economic Empowerment

CPA: Contract Price Adjustment

ISO: International Organisation for Standardisation

QC: Quality Control

ROE: Rate of Exchange

SABS: South African Bureau of Standards

SANAS: South African National Accreditation System

SBD: Standard Bidding Document

STATS SA: Statistics South Africa

VAT: Value- Added Tax



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NO.	DOCUMENT NAME	YES	NO
1	SBD 1 Invitation to bid		
2	Central Supplier Database Report		
3	SBD 4 Declaration of interest		
4	SBD 6 (1): Preference Points Claimed (BBBEE)		
5	Special Conditions of Contract		
6	General Conditions of Contract		
7	Test reports (if applicable)		
8	Mandatory documents (if applicable)		



3. SCOPE

The South African Police Service requires prospective suppliers to submit bids for the Service, Maintenance, Calibration and Support of Agilent utilized by Forensic Science Laboratory for a period of three years: Section Chemistry; Gauteng (Pretoria) Kwazulu-Natal (Amazimtoti), Eastern Cape (Port Elizabeth) and Western Cape (Platteklouf) in accordance with Specification 323256/22 and shall commence on the date of signature of the contract by both parties.

4. SECTION A

4.1 LEGISLATIVE AND REGULATORY FRAMEWORK

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract (SCC) are supplementary to that of the General Conditions of Contract (GCC). Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

4.2 BID INFORMATION/BRIEFING SESSION

A compulsory briefing session will be held at Division Supply Chain Management 117 Cresswell Street, Silverton, Pretoria, on 22nd March 2023 at 10H00.

4.3 EVALUATION CRITERIA

The evaluation process will be conducted in phases as follows:

Phase 1	Phase 2	Phase 3
Administrative and Mandatory Bid Requirements	Technical Compliance	Price and B-BBEE
Compliance with Mandatory and Administrative Bid requirements. SBD forms must be completed and signed.	Compliance to technical requirements / specification.	Bids evaluated in terms of the 80/20 preference system



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4.3.1 PHASE 1: ADMINISTRATIVE AND MANDATORY BID REQUIREMENTS

4.3.1.1 ADMINISTRATIVE BID REQUIREMENTS

Bidders' must submit all requirements indicated hereunder with the bid documents at the closing date and time of the bid. During this evaluation phase, bidder's responses will be evaluated based on the documents submitted. Bidders who fail to comply with any of administrative requirements **may be disqualified**.

ADMINISTRATIVE DOCUMENTS - NAME OF THE DOCUMENT THAT MUST BE SUBMITTED	
Invitation to Bid – SBD 1	YES – Please complete and sign the supplied form
Declaration of Interest – SBD 4	YES – Please complete and sign the supplied form.
Preference Point Claim Form SBD 6.1	YES – Generally, non-submission will lead to a zero score preference points.
General Conditions of Contract	NO – Bidders <u>must only familiarise</u> themselves with the content of the document
Special Conditions of Contract	YES - Bidders must sign acknowledgement that they <u>familiarise</u> themselves with the content of the document
Cost components	YES – Please submit the completed cost component breakdown as per example in the Special Conditions of Contract.

4.3.1.2 MANDATORY REQUIREMENTS

Bidders' must submit all requirements indicated hereunder with the bid documents at the closing date and time of the bid. During this evaluation phase, bidder's responses will be evaluated based on the documents submitted under mandatory requirements.

Bidders who fail to comply with any of the mandatory and other requirements will be disqualified.

Pricing Schedule	YES – Please complete the price schedule with the bid at the closing date and time. <u>Please take note that lead times (Delivery period) should be completed.</u>
Tax Clearance Requirements	YES – The <u>CSD</u> and the <u>tax status pin</u> are the approved method that will be utilized to verify tax compliance.
Central Supplier Database registration	YES – Please submit CSD report to prove registration and preference points.
Authorisation Declaration	YES – Bidders sourcing products from a third party must submit the authorisation declaration letter of the third party.
The manufacturer of the equipment or have manufacturer approval to perform any	YES – The bidder must be the manufacturer of the equipment or have manufacturer approval to perform any service and maintenance on Agilent equipment. A valid and



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service and maintenance on Agilent equipment	signed letter from the manufacturer must be submitted with bid documents stating this.
Services on offer by bidder must be available for all four regions as indicated in the specification and cannot be provided for one region only.	YES – Hourly rates must include servicing, labour, travel and cost for all laboratories respectively. All prices must be VAT inclusive. Services on offer by bidder must be available for all four regions as indicated in the specification and cannot be provided for one region only. The end-user (South African Police Service) will not be held responsible for the transportation of contractors, subcontractors and any tools that the contractor or subcontractor may require in order to perform their duties.
Proof of training is required to be submitted with the bid document for all service personnel on relevant equipment e.g. factory trained engineer certificate.	YES – The bidder must ensure that trained and experienced technicians perform the requested service and maintenance duties. Technicians must always be available per region simultaneously (i.e. dedicated person per region). Proof of training is required to be submitted with the bid document for all service personnel on relevant equipment e.g. factory trained engineer certificate.
Support resources must be completely listed and handed in with bid document.	YES – Support resources for any intervention regarding integrated instrument hardware must be supplied by the successful bidder. Where the successful bidder appoints a third party to provide support resources, a security clearance must be obtained. Support resources must be completely listed and handed in with bid document

4.3.3 PHASE 2: TECHNICAL COMPLIANCE

This phase entails the evaluation of bids for technical compliance.

South African National Standards and/or Private Specifications

- a) Items must comply with standards and/or specifications as per South African Police Service **Spec 323256/22** included in the bid document.



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- b) Bidders must enquire at the following institutions for the relevant standards. A list of accredited institutions is available on the SANAS website <http://www.sanas.co.za> or <http://www.sanas.co.za/contact.php>

STANDARDS:

SANS, SABS, ISO AND CKS specifications are available from South African Bureau of Standards Office's countrywide. Obtaining of such standards will be the responsibility of and for the account of the prospective bidder. To purchase standards, obtain quotes or enquire about the availability of e-Standards, please contact Standards Sales at: Email: Postal Address: Private Bag X191, Pretoria, 0001; Physical Address: 1 Dr Lategan Road, Groenkloof, Pretoria. Tel: (012) 428 6883, Fax: (012) 428 6928, E-mail: sales@sabs.co.za Website: www.sabs.co.za and follow the "Search/Buy Standards" link

South African National Accreditation System (SANAS):

The contact details of SANAS are as follows: Postal Address: Private Bag x 23, Sunnyside, Pretoria, 0132; Physical Address: The DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, 0002, Tel: 012- 394 3760, Fax: 012-3940526.

4.3.4 PHASE 3: PREFERENCE POINT SYSTEM AND PRICE

i. Preference points system 80/20

- a) In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the South African Police Service on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

The bid price (maximum 80 points) – Specific goals (maximum 20 points)

- b) The following formula will be used to calculate the points for price:

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Price of tender under consideration; and

P_{\min} = Price of lowest acceptable tender.



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- c) A bidder (supplier) may claim a maximum of 20 points for specific goals, if such bidder supplier is;

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

- d) Bidders are required to complete the preference claim form (SBD 6.1).
- e) The points scored by a bidder in respect of the specific goals will be added to the points scored for price.
- f) Only bidders who have completed and signed the declaration part of the preference claim form will be considered for specific goals points.
- g) Failure on the part of the bidder to comply with the paragraphs above will be deemed that specific goal points are not claimed and will therefore be allocated a zero (0).
- h) The South African Police Service may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.
- i) The points scored will be rounded off to the nearest 2 decimals.
- j) In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of specific goal points.
- k) However, when functionality is part of the evaluation process and two or more bidders have scored equal points including equal specific goal points, the contract will be awarded to the bidder scoring the highest for functionality.
- l) Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
- m) A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

5. VALUE ADDED TAX

All bid prices must be inclusive of 15% Value-Added Tax. In case a bidder's price is not VAT inclusive, total price quoted will be regarded as final.



6. PRICING STRUCTURE AND SCHEDULE

- a) One price is required per item and prices quoted must be furnished on the basis of supply and delivery including Value Added Tax.
- b) The yearly prices MUST be all inclusive. This means, all direct and indirect related costs must be included in the prices and be firm for the period of one year.
- c) The pricing schedule will be accessible from the bid document. All prices must be submitted with the bid document.
- d) Conditional discounts offered will not be used for evaluation purposes.
- e) Pricing provided for term contracts must remain firm for the first year after signing of the contract. Contract price adjustments must be applied for

7. OTHER LEGISLATIVE AND REGULATORY REQUIREMENTS SPECIFIC TO THIS BID

7.1 AUTHORISATION DECLARATION/ LETTER FROM THE MANUFACTURER

Any bidder who is not the actual manufacturer and will be sourcing goods or services from another company must submit an unconditional letter from the company(ies) or supplier(s) confirming firm supply and financial arrangement(s) in this regard, which has to accompany the bid at the closing date and time of bid. The said company or supplier must:

- confirm that it has familiarised itself with the item description, specifications and bid conditions
- If the bid consist of more than one item, it should be clearly indicated in respect of which item(s) the supportive letter has been issued.
- It must be indicated in the above-mentioned letter **that firm supply arrangements have been made and all financial arrangements with regard to payment between the prospective bidder and manufacturer, company or supplier issuing such a letter has been finalized and terms and conditions mutually agreed upon.**

Non-compliance with the above-mentioned special conditions would automatically invalidate the bid for such products offered."

The South African Police Service reserves the right to verify any information supplied by the bidder in the Authorisation Declaration and should the information be found to be false or incorrect, the South African Police Service will exercise any of the remedies available to it in the bid documents.

No agreement between the bidder and the third party will be binding on the South African Police Service.



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An authorisation declaration with conditional arrangements will not be accepted. Bidders must ensure that all arrangements are agreed to before submitting a bid.

8. RESPONSIVE BIDS

Bidders are required to submit responsive bids by completing all the prices, mandatory response fields and item questionnaires on the provided pricing schedule for the individual items. In this regard bidder's attention is drawn to the response field and price structure explanations and examples supplied in the bid document. Bidders must complete all the official SAPS documentation as issued for completion.

Non-compliance with this condition will invalidate the bid for the item(s) concerned.

9. TAX COMPLIANCE REQUIREMENTS

It is a condition of this bid that the tax matters of a successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.

It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted; Bidders are required to be registered on the Central Supplier Database and the South African Police Service shall verify the bidder's tax compliance status through the Central Supplier Database.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database. The South African Police Service will not award a bid to any bidder whose tax matters are not in order.

10. FORMAT AND SUBMISSION OF BIDS

In order to simplify the evaluation process, Bidders are required to submit their bids hard copy in the following manner: -(Take note of Paragraph 8, Supra)

SECTION	REQUIRED DOCUMENTS
Section 1	Standard bidding documents (SBD 1, SBD 3.1 or 3.2 or 3.3, SBD 4, SBD 6.1 and CSD report



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/133TD (22)

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Section 2	Authorisation Declaration and item list
Section 3	Test reports
Section 4	Any other information (e.g. Company profile, Local economic development submission etc.)

11. LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, will be returned unopened to the bidder.

12. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

13. FRONTING

The SAPS supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the South African Police Service condemn any form of fronting.

The South African Police Service, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents.

Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.

Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the South African Police Service may have against the bidder / contractor concerned.



14. SUPPLIER DUE DILIGENCE

The South African Police Service reserves the right to conduct supplier due diligence prior to award or at any time during the evaluation process. During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof will disqualify the bid.

The South African Police Service also reserves a right to conduct supplier due diligence during the contract period. Information submitted by the contractor will be verified and any misrepresentation thereof the South African Police Service reserves a right to institute remedial actions available. Due diligence may include preannounced or no-announce site visits.

Specify due diligence requirements:

- Confirmation of physical address of the bidder, as per SBD 1;
- Confirmation that it is a business premises;
- Confirmation of business existence;
- Confirmation of personnel, vehicles and equipment;
- Confirmation of history of company;
- Confirmation of company structure;
- Confirmation of

15. COMMUNICATION

SAPS: Procurement and Contract Management with permission of the BAC may communicate in writing with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.

Any communication to any other government official or a person acting in an advisory capacity for the South African Police Service in respect of this bid between the closing date and the award of the bid by the bidder is discouraged.

All communication between the bidder and the SAPS: Procurement Management MGP & Services must be done in writing.

16. CONTACT DETAILS

Address : 117 Cresswell Street, Weavind Park, Pretoria.

Tel: (012) 841 7390

E-mail: Roosh@saps.gov.za



17. **SECTION B**

17.1 **CONTRACT PERIOD**

The contract period shall be for a period of three (3) years.

17.2 **RIGHT OF AWARD**

The South African Police Service reserves its following rights:-

- To award the bid in part or in full;
- Not to make any award in this bid;
- Award the bid to more than one bidder for the same line item;
- Clarify further technical information from any bidder after the closing date;
- Verify information and documentation of the respective bidder;
- Not to accept any of the bids submitted;
- To withdraw or amend any of the bid conditions by notice in writing to all bidders prior to closing of the bid and post award
- To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the bid
- In the event that an incorrect award has been made to remedy the matter in any manner it may deem fit.
- To award a bid based on which bidder is offering the best value for money, even if such bid is not the lowest price.
- In the event that an incorrect award has been made or an error occurred during evaluation and adjudication phase, the South African Police Service reserves the right to remedy the matter in any manner it may deem fit.

17.3 **MULTIPLE AWARD**

The South African Police Service reserves the right to award the same item to more than one supplier to address product availability and compatibility. Due diligence will be applied to ensure that pricing is affordable, market related and aligned to end-user requirements.



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The following will be taken into consideration when awarding through a multiple award:

- a) Capacity to meet volume demand as per bid requirements
- b) Estimated volume to be supplied
- c) Risk to departments if the item is not available
- d) Source of the finished product, raw material and manufacturing site
- e) Previous performance of the bidder

17.4 NEGOTIATIONS

The South African Police Service reserves the right to negotiate with the bidders prior to award and with the successful bidder(s) post award.

17.5 QUALITY

Where specific specifications and/ or standards are applicable on materials and supplies, the quality of products shall not be less than the requirements of the latest edition of such specifications and/or standards.

17.6 DELIVERY AND QUANTITIES

17.6.1 DELIVERY BASIS

Firm lead times for delivery must be quoted for the duration of the contract period. Transit and storage conditions applicable to the relevant products must be adhered to.

17.6.2 QUANTITIES

Quantities cannot be guaranteed.

18. SECTION C

18.1 ROLES AND RESPONSIBILITIES

18.1.1 CONTRACT ADMINISTRATION



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The administration and facilitation of the contract will be the responsibility of SAPS Contract Management and all correspondence in this regard must be directed to the following address:

The Head: Procurement and Contract Management Supply Chain Management
Private bag x 254, Pretoria, 0001,

Contractors must advise the SAPS Contract Management immediately when unforeseeable circumstances will adversely affect the execution of the contract.

Full particulars of such circumstances as well as the period of delay must be furnished to the Section Head Bid Management: Supply Chain Management: SAPS – email: SmitJ3@saps.gov.za and Tel: 012-841 7119

18.1.2 SUPPLIER PERFORMANCE MANAGEMENT

Supplier performance management will be the responsibility of end-users of SAPS and where supplier performance disputes cannot be resolved between the contractor and the relevant purchasing institution, SAPS Contract Management must be informed for corrective action.

18.2 ORDERS AND DELIVERY

18.2.1 ORDERS

Contractors should note that the order(s) will be placed as and when required during the contract period and delivery points will be specified by the South African Police Service.

The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to and under no circumstances should the contractor deviate from the orders issued.

The South African Police Service may request that a contractor to submit a sample for approval before mass production related to that order is finalised. The cost of this sample is for the contractor.

The South African Police Service is under no obligation to accept any quantity which is in excess of the ordered quantity.

18.2.2 DELIVERY

Delivery of goods must be made in accordance with the instructions appearing on the official order forms issued by purchasing institutions.

All deliveries or dispatches must be accompanied by a delivery note stating the official order number against which the delivery has been effected.

In respect of items awarded to them, contractors must adhere strictly to the delivery lead times quoted in their bids.



Deliveries not complying with the order forms will be returned to the contractor at the contractor's expense.

18.3 PRODUCT ADHERANCE / BRAND CHANGE

In the event where a bidder offers a specific brand against an item and the item is subsequently awarded to the bidder, it is required of the successful bidder to continue to supply the brand awarded throughout the contract period.

In the event that the brand is discontinued and or replaced with a new model, SAPS Contract Management must be notified of such an occurrence and upon approval, an official amendment will be issued. The contractor is required to submit supporting documents from the manufacturer substantiating the changes

It must be noted that the new brand will be required to undergo the evaluation process prior to receiving approval of the brand change issued by SAPS. The new brand must adhere to the technical specification for the item. The quality of the product must not be lower than the initial awarded product.

Furthermore, contractors are to take note that the price of the new brand should not be higher from the current contract price of the original product.

Contractors are not allowed to deliver a new brand other than the brand awarded to them prior to an approval of brand change from SAPS.

18.4 POST-AWARD PRODUCT COMPLIANCE PROCEDURES

The following post-award product compliance procedures will apply:

18.5 QUALITY ADHERANCE

Bidder's attention is drawn to paragraph 8 of the General Conditions of Contract regarding inspection, tests and analysis.

If the delivered supplies are not in accordance with the contract requirements, the cost of inspections, tests and analysis done by an independent testing facility shall be paid by the contractor.



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18.6 CONTRACT PRICE ADJUSTMENT

18.6.1 Formula

Prices submitted for this bid will be regarded as non-firm and subject to adjustment(s) in terms of the following formula, defined areas of cost and defined periods of time.

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

The following price adjustment formula will be applicable for calculating contract price adjustments (CPA).

$Pa = (1-V) Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + Dn \frac{Rnt}{Rno} + VP1 \right)$		
Pa	=	The new adjusted price to be calculated
V	=	Fixed portion of the bid price (15% or 0.15)
Pt	=	Original bid price. Note that Pt must always be the original bid price and not an adjusted price
(1-V)Pt	=	Adjustable portion of the bid price (85% or 0.85).
D1 – Dn	=	= Each factor (or percentage) of the bid price, e.g., material, labour, transport, overheads, etc. The total of the various factors (or percentages) D1 – Dn must add up to 1 (or 100%).
R1t – Rnt	=	= End Index. Index figure obtained from the index at the end of each adjustment period
R1o–Rno	=	Base Index. Index figure at the time of bidding.
VPt	=	15% (or 0.15) of the original bid price. This portion of the bid price 'remains fixed, i.e. it is not subject to price adjustment.



18.7 FORMULA COMPONENT DEFINITIONS

18.7.1 Adjustable amount

The adjustable amount is the portion of the bid price which is subject to adjustment. In this bid the adjustable amount is 85% of the original bid price. For example, if the bid price is R1000, then only R850 will be subject to adjustment.

18.7.2 Fixed portion

The fixed portion represents those costs which will not change over the adjustment period and **DOES NOT** represent the profit margin. In this bid the fixed portion is 15% of the original bid price. Using the same example as above, it would amount to R150 which will remain fixed over the contract period.

18.7.3 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.



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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 %

18.7.4 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



18.7.5 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.

18.7.6 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).

18.7.7 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 <i>from</i> 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
2 nd 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.

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

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



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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
2 nd adjustment	Date to Date



19. 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.

20. 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.

21. PACKAGING

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

NAME OF BIDDER:

NAME OF CONTACT PERSON:

CAPACITY:

SIGNATURE: DATE:

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 19/1/9/133TD (22)

Closing Time 11:00

Closing date: 2023-04-05

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	9825T05083976	Upgrade of Gas Chromatograph – Mass Spectrometer (GC-MS) firmware and software		
2	9825T05083980	Upgrade of Gas Chromatograph – Mass Spectrometer (GC-MS) workstations.		
3	9825T05084975	Update/upgrade of electronic reference libraries, GC-MS		
4	9825T05084012	Replacement of GC-MS auto-sampler		
5	9825T05084376	Replacement of GC-MS auto -injector		
6	9825T05084978	Replacement of vacuum pump, GC-MS		
7	9825T05084017	Replacement of diffusion pump		
8	9825T05084018	Replacement of ion source		
9	9825T05084341	Replacement of MSD transfer line, GC-MS		
10	9825T05084183	Replacement of Gas Chromatograph side board		
11	9825T05084184	Replacement of Gas Chromatograph main board		

Item Nr	ICN NUMBER	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
12	9825T05084185	Replacement of Mass Spectrometer side board		
13	9825T05084186	Replacement of Mass Spectrometer main board		
14	9825T05084004	Labour hours for major ad-hoc maintenance of GC-MS instruments		
15	9825T05083999	Labour hours for minor ad-hoc maintenance of GC-MS instruments		
16	9825T05083987	Major service with calibration for GC-MS instruments: Operation Qualification-Performance Verification (OQ-PV)		
17	9825T05083988	Minor service for GC-MS instruments: Functional Verification (FV)		
18	9825T05083977	Upgrade of Liquid Chromatograph – Mass Spectrometer Time of Flight (LC-MS TOF) firmware and software.		
19	9825T05083981	Upgrade of Liquid Chromatograph – Mass Spectrometer Time of Flight (LC-MS TOF) workstations.		
20	9825T05084976	Update/upgrade of electronic reference libraries, LC-MS		
21	9825T05084014	Replacement of LC-MS degasser		
22	9825T05084015	Replacement of LC-MS binary pump		
23	9825T05084016	Replacement of LC-MS sample compartment		
24	9825T05084979	Replacement of vacuum pump, LC-MS		
25	9825T05084340	Maintenance, service and repair of Nitrogen generator		
26	9825T05084005	Labour hours for major ad-hoc maintenance of LC-MS TOF instruments		
27	9825T05084000	Labour hours for minor ad-hoc maintenance of LC-MS TOF instruments		
28	9825T05083989	Major service with calibration for LC-MS TOF instruments: Operational Qualification-Performance Verification		

Item Nr	ICN NUMBER	DESCRIPTION (OQ-PV)	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
29	9825T05083990	Minor service for LC-MS TOF instruments		
30	9825T05083978	Upgrade ICP-MS firmware and software.		
31	9825T05083982	Upgrade of ICP-MS workstations.		
32	9825T05084980	Replacement of vacuum pump, ICP-MS		
33	9825T05083997	Replacement of ICP torch		
34	9825T05084007	Labour hours for major ad-hoc maintenance of ICP-MS instruments		
35	9825T05084002	Labour hours for minor ad-hoc maintenance of ICP-MS instruments		
36	9825T05084009	Service of Inductively Coupled Plasma (ICP)		
37	9825T05083991	Major service with calibration for ICP-MS instruments: Operational Qualification-Performance Verification (OQ-PV)		
38	9825T05083992	Minor service for ICP-MS instruments		
39	9825T05083979	Upgrade HPLC firmware and software.		
40	9825T05083983	Upgrade of HPLC workstations.		
41	9825T05084006	Labour hours for major ad-hoc maintenance of HPLC instrument		
42	9825T05084001	Labour hours for minor ad-hoc maintenance of HPLC instrument		
43	9825T05083994	Major service with calibration for HPLC instruments: Operational Qualification-Performance Verification (OQ-PV)		
44	9825T05083994	Minor service for HPLC instruments		
45	9825T05084181	Upgrade FT-IR firmware and software.		
46	9825T05084182	Upgrade of FT-IR workstations.		
47	9825T05084977	Update/upgrade of electronic reference		

Item Nr	ICN NUMBER	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
		libraries, FT-IR		
48	9825T05084008	Labour hours for major ad-hoc maintenance of FT-IR instruments		
49	9825T05084003	Labour hours for minor ad-hoc maintenance of FT-IR instruments		
50	9825T05084504	Maintenance, service and repairs of FT-IR		
51	9825T05083985	Supply and installation of Anti-Virus protection for analytical instruments data workstations.		
52	9825T05083984	Update/upgrade of electronic reference libraries		
53	9825T05083998	Labour hours for specialised instrument support		
54	9825T05084010	Service of instrument UPS system		
55	9825T05084011	Replacement of batteries for instrument UPS system		
56	9825T05083995	Service and maintenance of gas lines		
57	9825T05083996	Maintenance of instrument printers		

- Required by: **DIVISION: Detective and Forensic Services**
- At: **NATIONAL (PRETORIA) FORENSIC LABS AS PER ADDRESS LIST IN SPECIFICATION**
- 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

**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 19/1/9/133TD (22)
Closing Time 11:00 Closing date: 2023-04-05

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)
58	9825T05083976	Upgrade of Gas Chromatograph – Mass Spectrometer (GC-MS) firmware and software		
59	9825T05083980	Upgrade of Gas Chromatograph – Mass Spectrometer (GC-MS) workstations.		
60	9825T05084975	Update/upgrade of electronic reference libraries, GC-MS		
61	9825T05084012	Replacement of GC-MS auto-sampler		
62	9825T05084376	Replacement of GC-MS auto -injector		
63	9825T05084978	Replacement of vacuum pump, GC-MS		
64	9825T05084017	Replacement of diffusion pump		
65	9825T05084018	Replacement of ion source		
66	9825T05084341	Replacement of MSD transfer line, GC-MS		
67	9825T05084183	Replacement of Gas Chromatograph side board		
68	9825T05084184	Replacement of Gas Chromatograph main board		

Item Nr	ICN NUMBER	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
69	9825T05084185	Replacement of Mass Spectrometer side board		
70	9825T05084186	Replacement of Mass Spectrometer main board		
71	9825T05084004	Labour hours for major ad-hoc maintenance of GC-MS instruments		
72	9825T05083999	Labour hours for minor ad-hoc maintenance of GC-MS instruments		
73	9825T05083987	Major service with calibration for GC-MS instruments: Operation Qualification-Performance Verification (OQ-PV)		
74	9825T05083988	Minor service for GC-MS instruments: Functional Verification (FV)		
75	9825T05083977	Upgrade of Liquid Chromatograph – Mass Spectrometer Time of Flight (LC-MS TOF) firmware and software.		
76	9825T05083981	Upgrade of Liquid Chromatograph – Mass Spectrometer Time of Flight (LC-MS TOF) workstations.		
77	9825T05084976	Update/upgrade of electronic reference libraries, LC-MS		
78	9825T05084014	Replacement of LC-MS degasser		
79	9825T05084015	Replacement of LC-MS binary pump		
80	9825T05084016	Replacement of LC-MS sample compartment		
81	9825T05084979	Replacement of vacuum pump, LC-MS		
82	9825T05084340	Maintenance, service and repair of Nitrogen generator		
83	9825T05084005	Labour hours for major ad-hoc maintenance of LC-MS TOF instruments		
84	9825T05084000	Labour hours for minor ad-hoc maintenance of LC-MS TOF instruments		
85	9825T05083989	Major service with calibration for LC-MS TOF instruments: Operational Qualification-Performance Verification		

Item Nr	ICN NUMBER	DESCRIPTION (OQ-PV)	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
86	9825T05083990	Minor service for LC-MS TOF instruments		
87	9825T05083978	Upgrade ICP-MS firmware and software.		
88	9825T05083982	Upgrade of ICP-MS workstations.		
89	9825T05084980	Replacement of vacuum pump, ICP-MS		
90	9825T05083997	Replacement of ICP torch		
91	9825T05084007	Labour hours for major ad-hoc maintenance of ICP-MS instruments		
92	9825T05084002	Labour hours for minor ad-hoc maintenance of ICP-MS instruments		
93	9825T05084009	Service of Inductively Coupled Plasma (ICP)		
94	9825T05083991	Major service with calibration for ICP-MS instruments: Operational Qualification-Performance Verification (OQ-PV)		
95	9825T05083992	Minor service for ICP-MS instruments		
96	9825T05083979	Upgrade HPLC firmware and software.		
97	9825T05083983	Upgrade of HPLC workstations.		
98	9825T05084006	Labour hours for major ad-hoc maintenance of HPLC instrument		
99	9825T05084001	Labour hours for minor ad-hoc maintenance of HPLC instrument		
100	9825T05083994	Major service with calibration for HPLC instruments: Operational Qualification-Performance Verification (OQ-PV)		
101	9825T05083994	Minor service for HPLC instruments		
102	9825T05084181	Upgrade FT-IR firmware and software.		
103	9825T05084182	Upgrade of FT-IR workstations.		
104	9825T05084977	Update/upgrade of electronic reference		

Item Nr	ICN NUMBER	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
		libraries, FT-IR		
105	9825T05084008	Labour hours for major ad-hoc maintenance of FT-IR instruments		
106	9825T05084003	Labour hours for minor ad-hoc maintenance of FT-IR instruments		
107	9825T05084504	Maintenance, service and repairs of FT-IR		
108	9825T05083985	Supply and installation of Anti-Virus protection for analytical instruments data workstations.		
109	9825T05083984	Update/upgrade of electronic reference libraries		
110	9825T05083998	Labour hours for specialised instrument support		
111	9825T05084010	Service of instrument UPS system		
112	9825T05084011	Replacement of batteries for instrument UPS system		
113	9825T05083995	Service and maintenance of gas lines		
114	9825T05083996	Maintenance of instrument printers		

- Required by: **DIVISION: Detective and Forensic Services**
- At: **WESTERN CAPE FORENSIC LABS AS PER ADDRESS LIST IN SPECIFICATION**
- 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

**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 19/1/9/133TD (22)
Closing Time 11:00	Closing date: 2023-04-05

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)
115	9825T05083976	Upgrade of Gas Chromatograph – Mass Spectrometer (GC-MS) firmware and software		
116	9825T05083980	Upgrade of Gas Chromatograph – Mass Spectrometer (GC-MS) workstations.		
117	9825T05084975	Update/upgrade of electronic reference libraries, GC-MS		
118	9825T05084012	Replacement of GC-MS auto-sampler		
119	9825T05084376	Replacement of GC-MS auto -injector		
120	9825T05084978	Replacement of vacuum pump, GC-MS		
121	9825T05084017	Replacement of diffusion pump		
122	9825T05084018	Replacement of ion source		
123	9825T05084341	Replacement of MSD transfer line, GC-MS		
124	9825T05084183	Replacement of Gas Chromatograph side board		
125	9825T05084184	Replacement of Gas Chromatograph main board		

Item Nr	ICN NUMBER	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
126	9825T05084185	Replacement of Mass Spectrometer side board		
127	9825T05084186	Replacement of Mass Spectrometer main board		
128	9825T05084004	Labour hours for major ad-hoc maintenance of GC-MS instruments		
129	9825T05083999	Labour hours for minor ad-hoc maintenance of GC-MS instruments		
130	9825T05083987	Major service with calibration for GC-MS instruments: Operation Qualification-Performance Verification (OQ-PV)		
131	9825T05083988	Minor service for GC-MS instruments: Functional Verification (FV)		
132	9825T05083977	Upgrade of Liquid Chromatograph – Mass Spectrometer Time of Flight (LC-MS TOF) firmware and software.		
133	9825T05083981	Upgrade of Liquid Chromatograph – Mass Spectrometer Time of Flight (LC-MS TOF) workstations.		
134	9825T05084976	Update/upgrade of electronic reference libraries, LC-MS		
135	9825T05084014	Replacement of LC-MS degasser		
136	9825T05084015	Replacement of LC-MS binary pump		
137	9825T05084016	Replacement of LC-MS sample compartment		
138	9825T05084979	Replacement of vacuum pump, LC-MS		
139	9825T05084340	Maintenance, service and repair of Nitrogen generator		
140	9825T05084005	Labour hours for major ad-hoc maintenance of LC-MS TOF instruments		
141	9825T05084000	Labour hours for minor ad-hoc maintenance of LC-MS TOF instruments		
142	9825T05083989	Major service with calibration for LC-MS TOF instruments: Operational Qualification-Performance Verification		

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Item Nr	ICN NUMBER	DESCRIPTION (OQ-PV)	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
143	9825T05083990	Minor service for LC-MS TOF instruments		
144	9825T05083978	Upgrade ICP-MS firmware and software.		
145	9825T05083982	Upgrade of ICP-MS workstations.		
146	9825T05084980	Replacement of vacuum pump, ICP-MS		
147	9825T05083997	Replacement of ICP torch		
148	9825T05084007	Labour hours for major ad-hoc maintenance of ICP-MS instruments		
149	9825T05084002	Labour hours for minor ad-hoc maintenance of ICP-MS instruments		
150	9825T05084009	Service of Inductively Coupled Plasma (ICP)		
151	9825T05083991	Major service with calibration for ICP-MS instruments: Operational Qualification-Performance Verification (OQ-PV)		
152	9825T05083992	Minor service for ICP-MS instruments		
153	9825T05083979	Upgrade HPLC firmware and software.		
154	9825T05083983	Upgrade of HPLC workstations.		
155	9825T05084006	Labour hours for major ad-hoc maintenance of HPLC instrument		
156	9825T05084001	Labour hours for minor ad-hoc maintenance of HPLC instrument		
157	9825T05083994	Major service with calibration for HPLC instruments: Operational Qualification-Performance Verification (OQ-PV)		
158	9825T05083994	Minor service for HPLC instruments		
159	9825T05084181	Upgrade FT-IR firmware and software.		
160	9825T05084182	Upgrade of FT-IR workstations.		
161	9825T05084977	Update/upgrade of electronic reference		

Item Nr	ICN NUMBER	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
		libraries, FT-IR		
162	9825T05084008	Labour hours for major ad-hoc maintenance of FT-IR instruments		
163	9825T05084003	Labour hours for minor ad-hoc maintenance of FT-IR instruments		
164	9825T05084504	Maintenance, service and repairs of FT-IR		
165	9825T05083985	Supply and installation of Anti-Virus protection for analytical instruments data workstations.		
166	9825T05083984	Update/upgrade of electronic reference libraries		
167	9825T05083998	Labour hours for specialised instrument support		
168	9825T05084010	Service of instrument UPS system		
169	9825T05084011	Replacement of batteries for instrument UPS system		
170	9825T05083995	Service and maintenance of gas lines		
171	9825T05083996	Maintenance of instrument printers		

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

- At: **EASTERN CAPE FORENSIC LABS AS PER ADDRESS LIST IN SPECIFICATION**

- 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

**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 19/1/9/133TD (22)
Closing Time 11:00 Closing date: 2023-04-05

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)
172	9825T05083976	Upgrade of Gas Chromatograph – Mass Spectrometer (GC-MS) firmware and software		
173	9825T05083980	Upgrade of Gas Chromatograph – Mass Spectrometer (GC-MS) workstations.		
174	9825T05084975	Update/upgrade of electronic reference libraries, GC-MS		
175	9825T05084012	Replacement of GC-MS auto-sampler		
176	9825T05084376	Replacement of GC-MS auto -injector		
177	9825T05084978	Replacement of vacuum pump, GC-MS		
178	9825T05084017	Replacement of diffusion pump		
179	9825T05084018	Replacement of ion source		
180	9825T05084341	Replacement of MSD transfer line, GC-MS		
181	9825T05084183	Replacement of Gas Chromatograph side board		
182	9825T05084184	Replacement of Gas Chromatograph main board		

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Item Nr	ICN NUMBER	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
183	9825T05084185	Replacement of Mass Spectrometer side board		
184	9825T05084186	Replacement of Mass Spectrometer main board		
185	9825T05084004	Labour hours for major ad-hoc maintenance of GC-MS instruments		
186	9825T05083999	Labour hours for minor ad-hoc maintenance of GC-MS instruments		
187	9825T05083987	Major service with calibration for GC-MS instruments: Operation Qualification-Performance Verification (OQ-PV)		
188	9825T05083988	Minor service for GC-MS instruments: Functional Verification (FV)		
189	9825T05083977	Upgrade of Liquid Chromatograph – Mass Spectrometer Time of Flight (LC-MS TOF) firmware and software.		
190	9825T05083981	Upgrade of Liquid Chromatograph – Mass Spectrometer Time of Flight (LC-MS TOF) workstations.		
191	9825T05084976	Update/upgrade of electronic reference libraries, LC-MS		
192	9825T05084014	Replacement of LC-MS degasser		
193	9825T05084015	Replacement of LC-MS binary pump		
194	9825T05084016	Replacement of LC-MS sample compartment		
195	9825T05084979	Replacement of vacuum pump, LC-MS		
196	9825T05084340	Maintenance, service and repair of Nitrogen generator		
197	9825T05084005	Labour hours for major ad-hoc maintenance of LC-MS TOF instruments		
198	9825T05084000	Labour hours for minor ad-hoc maintenance of LC-MS TOF instruments		
199	9825T05083989	Major service with calibration for LC-MS TOF instruments: Operational Qualification-Performance Verification		

Item Nr	ICN NUMBER	DESCRIPTION (OQ-PV)	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
200	9825T05083990	Minor service for LC-MS TOF instruments		
201	9825T05083978	Upgrade ICP-MS firmware and software.		
202	9825T05083982	Upgrade of ICP-MS workstations.		
203	9825T05084980	Replacement of vacuum pump, ICP-MS		
204	9825T05083997	Replacement of ICP torch		
205	9825T05084007	Labour hours for major ad-hoc maintenance of ICP-MS instruments		
206	9825T05084002	Labour hours for minor ad-hoc maintenance of ICP-MS instruments		
207	9825T05084009	Service of Inductively Coupled Plasma (ICP)		
208	9825T05083991	Major service with calibration for ICP-MS instruments: Operational Qualification-Performance Verification (OQ-PV)		
209	9825T05083992	Minor service for ICP-MS instruments		
210	9825T05083979	Upgrade HPLC firmware and software.		
211	9825T05083983	Upgrade of HPLC workstations.		
212	9825T05084006	Labour hours for major ad-hoc maintenance of HPLC instrument		
213	9825T05084001	Labour hours for minor ad-hoc maintenance of HPLC instrument		
214	9825T05083994	Major service with calibration for HPLC instruments: Operational Qualification-Performance Verification (OQ-PV)		
215	9825T05083994	Minor service for HPLC instruments		
216	9825T05084181	Upgrade FT-IR firmware and software.		
217	9825T05084182	Upgrade of FT-IR workstations.		
218	9825T05084977	Update/upgrade of electronic reference		

Item Nr	ICN NUMBER	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
		libraries, FT-IR		
219	9825T05084008	Labour hours for major ad-hoc maintenance of FT-IR instruments		
220	9825T05084003	Labour hours for minor ad-hoc maintenance of FT-IR instruments		
221	9825T05084504	Maintenance, service and repairs of FT-IR		
222	9825T05083985	Supply and installation of Anti-Virus protection for analytical instruments data workstations.		
223	9825T05083984	Update/upgrade of electronic reference libraries		
224	9825T05083998	Labour hours for specialised instrument support		
225	9825T05084010	Service of instrument UPS system		
226	9825T05084011	Replacement of batteries for instrument UPS system		
227	9825T05083995	Service and maintenance of gas lines		
228	9825T05083996	Maintenance of instrument printers		

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

- At: **KWAZULU-NATAL LABS AS PER ADDRESS LIST IN SPECIFICATION**

- 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

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.

SBD4

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.

SBD4

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

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

Where

Type equation here.

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = 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 propriety
 - ☐ Close corporation
 - ☐ Public Company

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

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

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

BID SPECIFICATION FOR THE SERVICE, MAINTENANCE, CALIBRATION AND SUPPORT OF AGILENT EQUIPMENT UTILISED BY THE FORENSIC SCIENCE LABORATORY FOR A PERIOD OF THREE YEARS: SECTION CHEMISTRY: GAUTENG (PRETORIA), WESTERN CAPE (PLATTEKLOOF), KWAZULU-NATAL (AMANZIMTOTI) AND EASTERN CAPE (GQEBERHA)

BID SPECIFICATION FOR THE SERVICE, MAINTENANCE, CALIBRATION AND SUPPORT OF AGILENT EQUIPMENT UTILISED BY THE FORENSIC SCIENCE LABORATORY FOR A PERIOD OF THREE YEARS: SECTION: CHEMISTRY: GAUTENG (PRETORIA), WESTERN CAPE (PLATTEKLOOF), KWAZULU-NATAL (AMANZIMTOTI) AND EASTERN CAPE (GQEBERHA)

BID SPECIFICATION FOR THE SERVICE, MAINTENANCE, CALIBRATION AND SUPPORT OF AGILENT EQUIPMENT UTILISED BY THE FORENSIC SCIENCE LABORATORY FOR A PERIOD OF THREE YEARS: SECTION CHEMISTRY: GAUTENG (PRETORIA), WESTERN CAPE (PLATTEKLOOF), KWAZULU-NATAL (AMANZIMTOTI) AND EASTERN CAPE (GQEBERHA)

1. Introduction

1.1 Scope of the requirements

1.1.1 The service, maintenance, calibration and support of Agilent equipment utilised by the Forensic Science Laboratory at Gauteng (Pretoria), Western Cape (Platteklouf), KwaZulu-Natal (Amanzimtoti) and Eastern Cape (Gqeberha) is required for a period of three (3) years. This document details the nature, quality and scope of the service to be provided.

2. Document Layout

2.1 This document is divided into two (2) sections:

2.1.1 Section A: General Technical Requirements

2.1.1.1 This includes the general technical requirements regarding the services as offered by bidders.

2.1.2 Section B: Bidder Requirements

2.1.2.1 Services rendered have to comply with the specifications as set out in this document. A bid will not be evaluated if the requested documentation is not supplied with the bid proposal.

SPEC NO: 323256/22

BID SPECIFICATION FOR THE SERVICE, MAINTENANCE, CALIBRATION AND SUPPORT OF AGILENT EQUIPMENT UTILISED BY THE FORENSIC SCIENCE LABORATORY FOR A PERIOD OF THREE YEARS: SECTION CHEMISTRY: GAUTENG (PRETORIA), WESTERN CAPE (PLATTEKLOOF), KWAZULU-NATAL (AMANZIMTOTI) AND EASTERN CAPE (GQEBERHA)

CONTACT PERSONS AND DELIVERY ADDRESS

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4125

Section A: General Technical Requirements

Note: All correspondences must be in English. For completion of the specification please respond with Comply/Do not comply in the relevant column. Do not put a ✓ / x. Do not leave blank spaces.

Table 1: General Technical Requirements

1.	GENERAL SUMMARY OF REQUIREMENTS	COMPLY / DO NOT COMPLY
1.1	The contract emanating from this agreement must be valid for a period of three (3) years for all four identified regions. Quantities are not guaranteed and purchases will occur as and when need arises.	
1.2	Agilent equipment are used within the Forensic Science Laboratory: Section Chemistry and require preventative maintenance as well as ad-hoc corrective maintenance from a bidder. Operational qualification (OQ), performance verification (PV) and functional verification (FV) must be included as part of preventative maintenance for systems listed further herein.	

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...cont	GENERAL SUMMARY OF REQUIREMENTS	COMPLY / DO NOT COMPLY
1.3	The Bidder must arrange access to workstations and equipment for preferred time communicated by the end-user to perform any maintenance duties. Instrument down-time must be minimized as far as possible and herewith the bidder commits to support the Forensic Science Laboratory in achieving this goal.	
1.4	Required parts and consumables as expected to be utilised for any maintenance intervention should be original or manufacturer approved, robust and suitable for routine processing.	
1.5	The required items must be supplied in original and sealed containers from the manufacturer. Common replacement parts and consumables must be kept at the premises of the bidder and must be delivered and installed within 3 working days from receiving a maintenance log call. Parts that have to be shipped from overseas must be received and installed within 21 working days from receiving maintenance call log.	
1.6	The Bidder must be the manufacturer of the equipment or have manufacturer approval to perform any service and maintenance on Agilent equipment. A valid and signed letter from the manufacturer must be submitted with bid documents stating this.	
1.7	The Bidder will provide all parts and consumables for problem resolution as per preventative or corrective maintenance requirement (i.e. call-out) or OQ/PV requirement. If at any time a spare part is required, a new original spare part with the same configuration or upgrade to better the system must be used. The upgrade must first be discussed with the end-user and an Engineering Change Proposal or acknowledgement in writing must be supplied by the client before upgrade is granted. The cost of any such upgrade must form part of this bid.	
1.8	The Bidder will provide VAT inclusive hourly rates for service engineers as part of the bid for preventative or corrective maintenance requirements (i.e. call-out) and OQ/PV/FV on Agilent equipment.	
1.9	Hourly rates must include servicing, labour, travel and cost for all laboratories respectively. All prices must be VAT inclusive. Services on offer by bidder must be available to all applicable regions as indicated in paragraph 4.6 of this specification and cannot be provided to only one region if that equipment type is available in other regions. The end-user will not be held responsible for the transportation of contractors, subcontractors and any tools that the contractor or subcontractor may require in order to perform their duties.	
1.10	The bidder must ensure that trained and experienced technicians perform the requested service and maintenance duties. Technicians must always be available per region simultaneously (i.e. dedicated person per region). Proof of training is required to be submitted with the bid document for all service personnel on relevant equipment e.g. factory trained engineer certificate.	

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Cont...	GENERAL SUMMARY OF REQUIREMENTS	COMPLY / DO NOT COMPLY
1.11	All service or maintenance must occur within 24-72 hours after request date or a report must be issued to the end-user stating alternate time schedule not exceeding additional 48 hours.	
1.12	Any hardware or software for Agilent equipment or integrated equipment data workstations shall be upgraded to the latest available hardware or software on replacement thereof by the bidder. The responsibilities of service provider for Information Technology (IT) equipment will include maintenance and repair of the instrument, attached data workstations and their integrated hardware (e.g. printers)	
1.13	Certified reference material (CRM) for all tuning compounds, FV and OQ/PV are provided by the bidder for calibration/verification/validation and must be produced in line with the relevant ISO guidelines (ISO 34 / ISO 35 / ISO 80). Reference measurement systems are also included and must be traceable to a National Metrology Institute (NMI) and SANAS accredited calibration laboratory with certificate of specific approved field of calibration. Replacement of primary calibrators (e.g. PFTBA) and tuning compounds must occur annually as part of OQ/PV and have stated certificates as indicated above.	
1.14	The bidder must make expert personnel available, if required to set precedence and acceptance in South African court of law, to give expert evidence on the functioning of the equipment and relevant calibration of components.	

Section B: Bidder requirements

Note: All correspondences must be in English. For completion of the specification please respond with Comply/Do not comply in the relevant column. Do not put a ✓ / x. Do not leave blank spaces.

Table 2: Bidder Responsibilities

The Bidder shall be responsible for supplying the following:

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2.	INSTRUMENT SOFTWARE SUPPORT	
2.1	Comprehensive software support must be included in the yearly OQ/PV for the following features:	COMPLY / DO NOT COMPLY
2.1.1	Updated and standardised firmware and software on all instruments and data workstations attached to the instruments supported by the bidder. Where the bidder assessed hardware and found it to be obsolete to support the software, its replacement and any integrated hardware supplied by the bidder must be included.	
2.1.2	Electronic reference libraries standardised and updated to latest versions where applicable. Verified on each data workstation.	
2.1.3	Anti-Virus protection on all data workstations updated to the latest versions and checked for functioning.	
2.1.4	Licensing fees that may apply to the upgrade of any software versions must be included in the bid offer as a once-off payment with no recurring licensing fees.	
3.	EQUIPMENT SERVICE AND SUPPORT	
3.1	The Bidder shall supply full maintenance and calibration (Preventative Maintenance and Ad-Hoc Corrective Maintenance) on the parts, hardware (e.g. gas lines), software/IT infrastructure, including all data workstations and the integrated hardware (e.g. printers) of the applicable equipment as specified further in paragraph 4.6. This includes any gas line plumbing connected to instruments but not the gas source itself.	
3.2	Support resources for any intervention regarding integrated instrument hardware must be supplied by the successful Bidder. Where the successful Bidder appoints a third party to provide support resources, a security clearance must be obtained. Support resources must be completely listed and handed in with bid document.	
3.3	The successful Bidder's dedicated support resource shall not accept, negotiate, or perform any other tasks or duties from anyone outside of the scope of the required support and shall only accept duties and tasks from the applicable SAPS Forensic Science Laboratory delegate or Technology Management Services (TMS) manager.	
3.4	The successful Bidder shall supply information which will allow continuous access to specialised knowledge/services/expertise, of forensic laboratory processes as currently being used for evidence examinations in the SAPS FSL: Chemistry environment.	

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Cont...	The Bidder shall be responsible for supplying the following:	COMPLY / DO NOT COMPLY
3.5	The successful Bidder shall supply information and quote separately per hour on specialised forensic support services which can be made available to address specific requirements of the SAPS FSL for the duration of the contract, relevant to the equipment the bidder can service. This may be expert consultative services and should focus on aspects such as advanced technical support; method development; problem resolution with regard to automated technologies, databases or electronic content management. An hourly rate for such services must be quoted and submitted as part of the bid offer. Quantities are not guaranteed and procurement will occur as need arises.	
3.6	Client data shall at all times remain the sole property of the client and shall not be used by the contractor or subcontractor for any purpose other than in accordance with the agreement.	
3.7	The successful bidder shall take reasonable precautions to preserve the integrity of the client's data to prevent corruption or loss of such data. In the event of any loss of data, the bidder shall be held liable for all costs and damages associated therewith.	
4.	EQUIPMENT MAINTENANCE AND REPAIRS	
	The successful Bidder shall be responsible for the following:	COMPLY / DO NOT COMPLY
4.1	Provide preventative maintenance, inclusive annual Operational Qualification/ Performance Verification (OQ/PV) and calibrations where applicable to an instrument, and shall include all replacement parts or components required for this included in bid amount cost for this service.	
4.2	Perform preventative and corrective maintenance include equipment integrated hardware such as vacuum pumps and gas lines, for which dedicated support resources as specified in paragraph 3.2 can be utilized. Hourly rates must be indicated in bid price and vacuum pump service must occur annually as part of OQ/PV.	
4.3	After completion of preventative maintenance and service, inclusive OQ/PV and calibrations, the equipment falls under warranty by the bidder for a year that will include any additional ad-hoc corrective maintenance needs.	
4.4	Supply full calibration certificates, OQ/PV or service certificates, where calibration of components, analytical system or any measurement equipment is performed as part of the preventative maintenance, which must be within scope of the calibration service (ISO 17025) provided by the bidder as accredited by South African National Accreditation Service and indicated on the certificate.	

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Cont...	The Bidder shall be responsible for supplying the following:					COMPLY/DO NOT COMPLY
4.5	All calibrators, measurement standards, devices or systems utilised by the bidder in providing calibrations or verification must have full traceability to SI units as applicable and the relevant national measurement standards as held by National Metrology Institute of South Africa (NMISA - preferable) or another NMI, with stated measurement uncertainties. Certificates are to be provided to the FSL after any calibrations are performed.					
4.6	Equipment for maintenance (OQ/PV) and repairs according to number per regional site is as follows:					
	Equipment/Instrument	GP	KZN	EC	WC	
4.6.1	Agilent Gas Chromatograph – Mass Spectrometer	18	5	5	18	
4.6.2	Agilent Liquid Chromatograph – Time of Flight Mass Spectrometer	1	0	0	0	
4.6.3	Agilent High Performance Liquid Chromatograph with UV and ECD detectors	0	0	0	1	
4.6.4	Agilent Fourier Transform – Infra Red	2	1	1	1	
4.6.5	Agilent Inductively Coupled Plasma – Mass Spectrometer	1	0	0	0	
4.6.6	Foreline vacuum pumps for GC-MS / LC-MS / ICP-MS	22	7	7	24	
4.6.7	Nitrogen gas generator for LC-MS	3	0	0	3	
4.6.8	UPS system for GC-MS / LC-MS / ICP-MS	10	1	1	0	
4.6.9	Workstations and integrated hardware (e.g. printers)	24	7	7	23	
4.6.10	OQ/PV TOTAL	81	21	21	70	

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5.	WARRANTY	COMPLY / DO NOT COMPLY
5.1	All components of the instrument must meet the criteria, and especially the warranty criteria as specified in the Government procurement, general conditions of contract as attached to the bid document.	
5.2	The warranty period of all the items, with applicable terms and conditions that may apply, has to be stated.	
5.3	Equipment falls under a warranty by the bidder for a year after any preventative maintenance and service (OQ/PV). That will include any additional ad-hoc corrective maintenance/repair requested.	
6.	ITEM DESCRIPTIONS	ICN CODES
	Items 6.1 – 6.17 : GC-MS Items 6.18 – 6.29 : LC-MS Items 6.30 – 6.38 : ICP-MS Items 6.39 – 6.44 : HPLC Items 6.45 – 6.50 : FT-IR Items 6.51 – 6.56 : applicable as any equipment support	
6.1	Upgrade of Gas Chromatograph – Mass Spectrometer (GC-MS) firmware and software	9825T05083976
6.2	Upgrade of Gas Chromatograph – Mass Spectrometer (GC-MS) workstations.	9825T05083980
6.3	Update/upgrade of electronic reference libraries, GC-MS	9825T05084975
6.4	Replacement of GC-MS auto-sampler	9825T05084012
6.5	Replacement of GC-MS auto -injector	9825T05084376
6.6	Replacement of vacuum pump, GC-MS	9825T05084978
6.7	Replacement of diffusion pump	9825T05084017
6.8	Replacement of ion source	9825T05084018
6.9	Replacement of MSD transfer line, GC-MS	9825T05084341
6.10	Replacement of Gas Chromatograph side board	9825T05084183
6.11	Replacement of Gas Chromatograph main board	9825T05084184
6.12	Replacement of Mass Spectrometer side board	9825T05084185

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Cont...	ITEM DESCRIPTION	ICN CODES
6.13	Replacement of Mass Spectrometer main board	9825T05084186
6.14	Labour hours for major ad-hoc maintenance of GC-MS instruments	9825T05084004
6.15	Labour hours for minor ad-hoc maintenance of GC-MS instruments	9825T05083999
6.16	Major service with calibration for GC-MS instruments: Operation Qualification-Performance Verification (OQ-PV)	9825T05083987
6.17	Minor service for GC-MS instruments: Functional Verification (FV)	9825T05083988
6.18	Upgrade of Liquid Chromatograph – Mass Spectrometer Time of Flight (LC-MS TOF) firmware and software.	9825T05083977
6.19	Upgrade of Liquid Chromatograph – Mass Spectrometer Time of Flight (LC-MS TOF) workstations.	9825T05083981
6.20	Update/upgrade of electronic reference libraries, LC-MS	9825T05084976
6.21	Replacement of LC-MS degasser	9825T05084014
6.22	Replacement of LC-MS binary pump	9825T05084015
6.23	Replacement of LC-MS sample compartment	9825T05084016
6.24	Replacement of vacuum pump, LC-MS	9825T05084979
6.25	Maintenance, service and repair of Nitrogen generator	9825T05084340
6.26	Labour hours for major ad-hoc maintenance of LC-MS TOF instruments	9825T05084005
6.27	Labour hours for minor ad-hoc maintenance of LC-MS TOF instruments	9825T05084000
6.28	Major service with calibration for LC-MS TOF instruments: Operational Qualification-Performance Verification (OQ-PV)	9825T05083989
6.29	Minor service for LC-MS TOF instruments	9825T05083990
6.30	Upgrade ICP-MS firmware and software.	9825T05083978
6.31	Upgrade of ICP-MS workstations.	9825T05083982
6.32	Replacement of vacuum pump, ICP-MS	9825T05084980
6.33	Replacement of ICP torch	9825T05083997
6.34	Labour hours for major ad-hoc maintenance of ICP-MS instruments	9825T05084007

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Cont..	ITEM DESCRIPTION	ICN CODES
6.35	Labour hours for minor ad-hoc maintenance of ICP-MS instruments	9825T05084002
6.36	Service of Inductively Coupled Plasma (ICP)	9825T05084009
6.37	Major service with calibration for ICP-MS instruments: Operational Qualification-Performance Verification (OQ-PV)	9825T05083991
6.38	Minor service for ICP-MS instruments	9825T05083992
6.39	Upgrade HPLC firmware and software.	9825T05083979
6.40	Upgrade of HPLC workstations.	9825T05083983
6.41	Labour hours for major ad-hoc maintenance of HPLC instrument	9825T05084006
6.42	Labour hours for minor ad-hoc maintenance of HPLC instrument	9825T05084001
6.43	Major service with calibration for HPLC instruments: Operational Qualification-Performance Verification (OQ-PV)	9825T05083994
6.44	Minor service for HPLC instruments	9825T05083994
6.45	Upgrade FT-IR firmware and software.	9825T05084181
6.46	Upgrade of FT-IR workstations.	9825T05084182
6.47	Update/upgrade of electronic reference libraries, FT-IR	9825T05084977
6.48	Labour hours for major ad-hoc maintenance of FT-IR instruments	9825T05084008
6.49	Labour hours for minor ad-hoc maintenance of FT-IR instruments	9825T05084003
6.50	Maintenance, service and repairs of FT-IR	9825T05084504
6.51	Supply and installation of Anti-Virus protection for analytical instruments data workstations.	9825T05083985
6.52	Update/upgrade of electronic reference libraries	9825T05083984
6.53	Labour hours for specialised instrument support	9825T05083998
6.54	Service of instrument UPS system	9825T05084010
6.55	Replacement of batteries for instrument UPS system	9825T05084011
6.56	Service and maintenance of gas lines	9825T05083995


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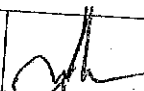
Cont..	ITEM DESCRIPTION	ICN CODES
6.57	Maintenance of Instrument printers	9825T05083996


SPECIFICATION APPROVAL

The undersigned has reviewed and approved the specification of the maintenance, service and support of Agilent analytical equipment and agree with the approach it presents.

Signature:	
Print Name:	J ALLEN
Rank:	Brig
Date:	2023-01-30

Signature:	
Print Name:	N.G. MAPATWANA
Rank:	COLONEL
Date:	2023-01-30

Signature:	
Print Name:	SHALE TSHILO SHALE
Rank:	Colonel
Date:	2023-01-30

Signature:	
Print Name:	T.L. MALULEKE
Rank:	LT. COLONEL
Date:	2023-01-30



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DEVIATION SHEET: Bid 19/1/9/1/ 133 TD (22)

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>



70(B)

DEVIATION SHEET: Bid 19/1/9/1/ 133 TD (22)

Offered:

Specification paragraph

Reason:

Offered:



Specification paragraph

Reason:

Offered:

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 markets 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,

- (e) provided that this service shall not relieve the supplier of any warranty obligations under this contract; and 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.¹⁴

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