



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: 19/1/9/1/06 TT (25)

Date: \_\_\_\_\_

Enquiries: \_\_\_\_\_

Tel no: \_\_\_\_\_

Fax no: \_\_\_\_\_

Sir / Madam

REQUIRED BY THE SOUTH AFRICAN POLICE SERVICE

CLOSING TIME 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 **120** 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.

Yours faithfully

LIEUTENANT GENERAL  
DIVISIONAL COMMISSIONER: SUPPLY CHAIN MANAGEMENT  
DR MI FANI

# PLEASE NOTE

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BID NO: 19/1/9/1/06TT (25)

CLOSING TIME: 11:00 ON 2025-09-19

**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 SPECIFICATION AND THE SPECIAL REQUIREMENTS AND CONDITIONS OF THE BID, FAILURE TO COMPLY WILL INVALIDATE YOUR OFFER.**

**NOTED BY THE BIDDER:**

.....  
**SIGNATURE: BIDDER**

.....  
**DATE**

# **NOTICE !!!!! NOTICE!!!!**

THE BID DOCUMENT MUST BE HANDED IN AND REGISTERED AT  
SECURITY OFFICE BY THE PERSON HANDING IN THE DOCUMENT AT 117  
CRESSWELL ROAD SILVERTON PRETORIA SCM: ON OR BEFORE 2025-09-  
19 @ 11:00

BY ORDER OF: DIVISIONAL COMMISSIONER: SUPPLY CHAIN  
MANAGEMENT

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

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

<b>C. CHECKLIST OF DOCUMENTS</b>		<b>CROSS REFERENCE</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
1.	Copy of Business entity's Registration Documents: i.e. CK2 form <ul style="list-style-type: none"> <li>For Close Corporations – a copy of the CIPRO report showing the directors/owners/members of the cc</li> <li>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</li> <li>Copy of shareholders/members certificates / agreements</li> </ul>	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			

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PART A  
INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN POLICE SERVICE</b>					
BID NUMBER:	19/1/9/1/106TT (25)	CLOSING DATE:	2025-09-19	CLOSING TIME:	11:00
DESCRIPTION	SUPPLY CHAIN PERFORMANCE MANAGEMENT AND SERVICES FOR THE SUPPLY, DELIVERY AND MAINTENANCE OF THE TROOP CARRIER HELICOPTER FOR USE BY THE SOUTH AFRICAN POLICE SERVICE FOR A PERIOD OF THREE (3) YEARS				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:</b>  DIVISIONAL COMMISSIONER SUPPLY CHAIN MANAGEMENT SOUTH AFRICAN POLICE SERVICE 117 CRESWELL ROAD SILVERTON PRETORIA 0184			<b>BID RESPONSE DOCUMENTS MAY BE POSTED TO:</b>  DIVISIONAL COMMISSIONER SUPPLY CHAIN MANAGEMENT SOUTH AFRICAN POLICE SERVICE PRIVATE BAG X254 PRETORIA 0001		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS VERIFICATION		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
[TICK APPLICABLE BOX]		<input type="checkbox"/> No			<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR		
			NAME:		

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 B 3 BELOW ]
SIGNATURE OF BIDDER	.....	DATE: .....	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:		ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SOUTH AFRICAN POLICE SERVICE		
CONTACT PERSON	COL Maleka/ CAPT Cartwright	CONTACT PERSON	COL Mabeleng / COL Nondwangu
TELEPHONE NUMBER	012 841 7580	TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	<a href="mailto:malekaT@saps.gov.za">malekaT@saps.gov.za</a> <a href="mailto:cartwrightb@saps.gov.za">cartwrightb@saps.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:MabelengDF@saps.gov.za">MabelengDF@saps.gov.za</a> <a href="mailto:NondwanguS@saps.gov.za">NondwanguS@saps.gov.za</a>

## PART B TERMS AND CONDITIONS FOR BIDDING

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### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED DATE AND 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).
- 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). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 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. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.6. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

### 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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / 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. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- |  |  |
|--|--|
| 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?                       | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?      | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?           | <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 OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**



## **SPECIAL CONDITIONS OF CONTRACT**

**BID NUMBER: 19/1/9/1/06TT (25)**

**SUPPLY, DELIVERY AND MAINTENANCE OF A  
TWIN-ENGINE (TURBINE) TROOP CARRIER  
HELICOPTER FOR THE USE BY THE SOUTH  
AFRICAN POLICE SERVICE FOR A PERIOD OF  
THREE (3) YEARS: AIR WING**

**CLOSING DATE AND TIME OF BID: 2025-09-19 @  
11h00**

**BID VALIDITY PERIOD: 120 DAYS**





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## 1. 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

**2. BID DOCUMENT CHECK LIST**

NO.	DOCUMENT NAME	YES	NO
1	SBD 1 Invitation to bid		
2	SBD 3.1Pricing Schedule		
3	Central Supplier Database Report		
4	SBD 4 Declaration of interest		
5	SBD 5 The National Industrial Participation Programme		
6	SBD 6 (1): Preference Points Claimed (BBBEE)		
7	Special Conditions of Contract		
8	General Conditions of Contract		



### 3. SCOPE

The South African Police Service requires prospective suppliers to submit bids for supply, delivery and maintenance of a twin-engine (turbine) troop carrier helicopter e for a period of three (3) Years: Air Wing

### 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

##### 4.2.1 A non-compulsory virtual briefing session will be held as follows:

**Venue : 117 Cresswell Road, Silverton: Division Supply Chain Management Block-B, Officer's Hall**

**Date : 2025-09-04**

**Time : 10:00 – 12:00**

The bid information session is not compulsory but will provide bidders with an opportunity to obtain clarity on certain aspects of the procurement process as set out in this bid document.

The South African Police Services reserves the right to answer questions at the briefing session and/or to respond formally after the briefing session.



### 4.3 EVALUATION CRITERIA

The evaluation process will be conducted in phases as follows:

Phase 1	Phase 2	Phase 3	Phase 4
Administrative and Mandatory Bid Requirements	Technical Compliance / Specification	Price and Specific goals	Due Diligence
Compliance with Mandatory and Administrative Bid requirements. SBD forms must be completed and signed.	Compliance to SAPS specification. <b>323338/25</b>	Bids evaluated in terms of the 90/10 preference system	Compliance with requirements as stipulated

#### 4.3.1 PHASE 1: AUTHORISATION DECLARATION LETTER AND ADMINISTRATIVE AND MANDATORY REQUIREMENTS

##### 4.3.1.1 AUTHORISATION DECLARATION LETTER

Bidders must be the Original Equipment Manufacturer (OEM) of the proposed platform.

**OR**

The bidder must be a registered **reseller or distributor** with the OEM of the proposed platform. In both cases, a letter or certificate of confirmation **must be** attached with the bid.

- Letter of undertaking **must be** from an **Original Equipment Manufacturer (OEM) or authorized importer/distributor or partner/subcontracting partner** (in case of service) that the service of product is offered.
- In the case where the letter of undertaking is from an authorized importer/distributor, proof from **OPM/ OEM authorizing the importer or distributor must** also be submitted with the bid at the closing date and time of the bid, **such proof must not be older than six (6) months.**

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.



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

Bidders who fail to comply with this requirement will be disqualified.

#### 4.3.1.2 ADMINISTRATIVE 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 the administrative requirements.

Bidders who fail to comply with any of the 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.
The National Industrial Participation Programme – SBD 5	YES – Please complete and sign the supplied form.  This bid is subjected to <b>National Industrial Participation (NIP)</b> requirements should more than <b>USD10 000 000,00 (NIP)</b> to be remitted overseas.
Preference Point Claim Form SBD 6.1	YES – Generally, non-submission will lead to a zero score preference points.
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.
Authorisation Declaration Letter from a third (3 <sup>rd</sup> ) party (Letter from Manufacturer)	<p>YES - Bidders must be the Original Equipment Manufacturer (OEM) of the proposed platform. <b>OR</b> The bidder must be a registered <b>reseller or distributor</b> with the OEM of the proposed platform. In both cases, a letter or certificate of confirmation <u>must be</u> attached with the bid.</p> <ul style="list-style-type: none"> <li>Letter of undertaking <u>must be</u> from an <b>Original Equipment Manufacturer (OEM) or authorized importer/distributor; reseller; partner/ subcontracting partner</b> (in case of service) that the service of product is offered.</li> <li>In the case where the letter of undertaking is from an <b>authorized importer / distributor</b>, proof from <b>OPM/ OEM authorizing the importer or distributor</b> <u>must</u> also be submitted with the bid at the closing date and time of the bid, <b>such proof must not be older than six (6) months.</b></li> </ul>





Central Supplier Database registration	YES – Please submit an updated CSD report to prove registration and preference points.
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.
General Conditions of Contract	NO – Bidders <u>must only familiarise</u> themselves with the content of the document

#### 4.3.1.3 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 will be disqualified.

PRICING SCHEDULE	<p>YES – Bidder are required to submit responsive bids for all the line items by fully completing the pricing schedule (SBD3.1) on all the required individual line items.</p> <p><b>FAILURE TO COMPLY WILL INVALIDATE THE BID.</b></p>
SAPS SPECIFICATION 323338/25	<p>YES – The bidders must indicate “Comply” or “Do Not Comply”</p> <p><b><u>Failure to do so will be interpreted as “Do Not Comply”</u></b></p>
FIGURES AND SYSTEMS DATA	<p>YES - <b>Figures and systems data must be</b> submitted for <b>EACH</b> response from: Section 3 "Performance" until Section 15 "Ancillary Equipment" of SAPS specification 323338/25 requirements for this bid are to be substantiated by copies of the relevant <b>flight manual pages and or brochure (data sheet).</b></p>
WARRANTY	<p>YES - Bidders to clearly define warranty conditions for the airframe, the engine and the installed equipment and avionics.</p> <ul style="list-style-type: none"> <li>- Bidders must <b>guarantee the complete helicopter(s) including engine and optional equipment</b> for a minimum of <b>twenty-four months or 1 000 hours</b> (whichever comes first) of satisfactory operation after commissioning.</li> </ul>

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 will be disqualified.





Once a bid has complied with the criteria in phase 1, it would further be evaluated on phase 2: Technical Compliance.

#### 4.3.2 PHASE 2: TECHNICAL COMPLIANCE / SPECIFICATION

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 South African Police Service Specification **323338/25** included in the bid document.
- 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](mailto:sales@sabs.co.za) Website: [www.sabs.co.za](http://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.

- c) Bidders must explicitly indicate either "Comply" or "Do Not Comply" with all the requirements as stipulated in the document. Bidders who fail to indicate "Comply" or "Do not Comply" will be regarded as non-compliance to the specification.
- d) Should a bidder deviate from the specification and indicate "Do not Comply" to any paragraph of the specification **323338/25**, thereafter the bidder must complete the **deviation sheet for all alternative or additional offers made, or reasons for deviations**.

#### 4.3.3 PHASE 3 PREFERENCE POINT SYSTEM AND PRICE

i Preference points system 90/10

- 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 90/10 preference point system in terms of which points are awarded to bidders on the basis of:

The bid price (maximum 90 points) - Specific goals (maximum 10 points)

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

$$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

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

- c) A bidder (supplier) may claim a maximum of 10 points for specific goals, if such bidder supplier is;

Persons historically disadvantaged on the basis of race with at least 51% ownership	3 points
Persons historically disadvantaged on the basis of gender with at least 51% ownership by woman	3 points
Persons with at least 51% ownership who are youth	2 points
Persons historically disadvantaged by unfair discrimination on the basis of disability with at least 51% ownership	2 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.

#### 4.3.4.2 JOINT VENTURES AND CONSORTIUMS

a) **Joint Venture/Consortium Participation**

Tenderers submitting an offer as a joint venture or consortium must include notarised Joint Venture Agreement (JVA) specific to this tender. The JVA must clearly reflect the following:

- The tender number and description;
- The percentage contribution of each party to the execution of the tender;
- The roles and responsibilities of each party;
- The decision-making and dispute resolution mechanisms;
- The management and distribution of funds;
- The conditions for termination of the joint venture.

b) **Preference Points for Specific Goals**

Joint ventures or consortiums wishing to claim preference points for specific goals must note that preference points will be awarded only in proportion to the percentage of the contract value managed or executed by individuals from each party who are actively involved in the management or control of the joint venture or consortium, as recorded in the JVA.

c) **Declaration Requirement**

Tenderers must declare in paragraph 4.5 of SBD 6.1 that their offer is submitted as part of a joint venture or consortium.

d) **Evaluation of Preference Points**

The allocation of preference points will be calculated as follows:

The percentage shareholding for each specific goal shall be multiplied by the percentage contribution of that partner to the tender, as outlined in the JA;

The results for all parties shall be aggregated to determine whether the joint venture or consortium meets the minimum requirement for any specific goal.

e) **Non-Compliance**

Failure to submit a notarised JA or to meet the conditions stated above may result in the bid being deemed non-responsive and be disqualified from further evaluation.

#### 5. PHASE 4: SUPPLIER DUE DILIGENCE

- a) 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.
- b) 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 unannounced site visits.

**\*NB Only short listed Bidders will be informed regarding due diligence to be conducted, at the premises of the bidder on a date and time to be provided. The short listed bidders will be notified in writing and will be provided with the due diligence questions and the relevant processes that will be required.**

- What is the bidder's business descriptions
- What is the bidder's physical address?
- Does the bidder confirm to signing an SLA with the SAPS, after signing of the contract?
- Does the bidder have the required personal to render the services
- Does the bidder have the human and logistical resources to provide the services for the SAPS
- The Bidder must have the ability to protect and recover data from possible losses, without hampering or delaying service delivery by the SAPS.
- Does the bidder have a control audit system in place and safe keeping of documents relating to the requirement?
- Does the bidder have its own computerized system in place.

## **6. REGULATORY CERTIFICATES**

- 6.1 Regulatory certificates must be submitted together with the bid on the closing date and time of the bid. Only certificates which are applicable to the bid as referred in the SAPS specification **323338/2025** are required.

## **7. 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.

## **8. PRICING STRUCTURE AND SCHEDULE**

- 8.1 Bidder are required to submit responsive bids for all the line items which the bidder indicated an offer by fully completing the price schedule on all the required individual line item(s).
- 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.
- d) The pricing schedule in Excel will be electronically accessible from both the SAPS website and the e-portal. All prices must be submitted with the bid document and USB Memory stick.
- e) Conditional discounts offered will not be used for evaluation purposes.
- f) Pricing provided for term contracts must remain firm for the first year after signing of the contract. Contract price adjustments must be applied for.

## 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 or sub-contractors 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 in the following manner:

SECTION	REQUIRED DOCUMENTS
Section 1	Standard bidding documents (SBD 1, SBD 3.1 Pricing schedules, SBD 4, SBD5, SBD 6.1 and CSD report
Section 2	Authorisation Declaration Deviation Sheet; Special Conditions and Mandatory requirements
Section 3	Figures and Data Systems, Letter of Authority (LoA), Warranty
Section 4	Any other information (e.g. Company profile, Local economic development , NIP and DIP; 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. COMMUNICATION**

SAPS: Procurement and Contract Management 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.

**NB\* No enquiries will be addressed seven (7) days prior to the closing date and time of the bid.**

## 15. CONTACT DETAILS

### ENQUIRIES

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

**No enquiries will be addressed seven (7) days prior to the closing date and time of the bid.**

Procurement Management MGP & Services

Address : 117 Cresswell Street, Weavind Park, Pretoria.

E-mail: [MalekaTN@saps.gov.za](mailto:MalekaTN@saps.gov.za) Colonel TN Maleka

## 16. SECTION B

### 16.1 CONTRACT PERIOD

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

### 16.2 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;
- 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
- 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.

### **16.3 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.

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.

### **16.4 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.

### **16.5 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.

### **16.6 DELIVERY AND QUANTITIES**

#### **16.6.1 DELIVERY BASIS**

Firm lead times for delivery must be quoted for the duration of the contract period.

#### **16.6.2 QUANTITIES**

Quantities cannot be guaranteed.





**17. SECTION C**

**17.1 ROLES AND RESPONSIBILITIES**

**17.1.1 CONTRACT ADMINISTRATION**

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](mailto:-SmitJ3@saps.gov.za).

**17.1.2 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.

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

**17.1.3 POST-AWARD PRODUCT COMPLIANCE PROCEDURES**

The following post-award product compliance procedures will apply:

**17.1.4 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.

**17.2 CONTRACT PRICE ADJUSTMENT**



### 17.2.1 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.

### 17.3 FORMULA COMPONENT DEFINITIONS

#### 17.3.1 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.



### 17.3.2 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.

### 17.3.3 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 table below, other than that cost components must be indicated on each line item when finalising pricing schedule.

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



#### 17.3.4 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 <sup>2</sup>	Table E - All Items OR Labour agreement to be provided
D4 – Transport	STATS SA P0141 (CPI) Table E	Table E - Transport – Other Running Cost
D5 – Housing and utilities	STATS SA P0141 (CPI) Table E	Table E – Housing and utilities Headline
D6 – other	Specify	Documentary evidence to accompany application

#### 17.3.5 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 .....

#### 17.3.6 END INDEX DATE

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



### 17.3.7 PRICE ADJUSTMENT PERIODS

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

Adjustment	CPA application to reach the office at the following dates	End Index Date	Dates from which adjusted prices will become effective
1 <sup>st</sup> Adjustment (after 12 months)	After One (1) year of signing the contract		Date of application of adjustment after approval was obtained
2 <sup>nd</sup> Adjustment (after 12 months)	After two (2) years of signing the contract		Date of application of adjustment after approval was obtained

*\* In cases where invoices are supplied as documentary evidence, it is advised that invoices closest to the Base Index date and the End Index date be submitted. It should ideally reflect the adjustment period.\* In the absence of a labour agreement, the labour cost component will be adjusted with CPI Headline inflation.*

### 17.3.8 RATES OF EXCHANGE (ROE) – BASE AND AVERAGE RATES

In the event where material and/or finished products are imported the following will apply:  
The formula described above will be used and the imported cost component of the bid price (D1) will be adjusted taking into account the base RoE rate and the average RoE rate.  
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  
The imported cost component (D1) will be adjusted together with all the other cost components. 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	
Pound Sterling	
Euro	
Yuan	



Should the bidder make use of any other currency not mentioned above, the bidder is requested to calculate the average, using the Reserve Bank published rates for the specific currency. Visit [www.reservebank.co.za](http://www.reservebank.co.za) to obtain the relevant rates.

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:
1 <sup>st</sup> Adjustment (after 12 months)	Date to Date
2 <sup>nd</sup> Adjustment (after 12 months)	Date to Date

#### 18. GENERAL

Unless prior approval has been obtained from SAPS Contract Management, no adjustment in contract prices will be made. Applications for price adjustment must be accompanied by documentary evidence in support of any adjustment.

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

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

#### 19. PACKAGING

Goods supplied must be packed in suitable packaging before distribution.

#### 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.

NAME OF BIDDER: .....

NAME OF CONTACT PERSON: .....

CAPACITY: .....

SIGNATURE: ..... DATE: .....



### 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 **19/1/9/1/06TT (25)**

Closing Time 11:00

Closing date: **2025-09-19**

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

Item No.	ICN	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)	COUNTRY OF MANUFACTURE
1.	1520T05092757	Helicopter, Twin Turbine Troop Carrier, 12 Seater	1		
2.	9825T05092758	Maintenance, Helicopter, Twin Turbine Troop Carrier, 12 Seater	Per Hour		

- Required by: **SOUTH AFRICAN POLICE SERVICE**

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 interest<sup>1</sup> 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

---

<sup>1</sup> 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 consortium<sup>2</sup> 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

<sup>2</sup> 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

**This document must be signed and submitted together with your bid**

## **THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**

### **INTRODUCTION**

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

### **1. PILLARS OF THE PROGRAMME**

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

## 2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

- 3.1. Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2. In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid/contract number.
  - Description of the goods, works or services.
  - Date on which the contract was accepted.
  - Name, address and contact details of the government institution.
  - Value of the contract.
  - Imported content of the contract, if possible.
- 3.3. The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X84, Pretoria, 0001, for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

## 4. PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1. Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
  - b. the contractor and the DTI will sign the NIP obligation agreement;
  - c. the contractor will submit a performance guarantee to the DTI;
  - d. the contractor will submit a business concept for consideration and approval by the DTI;
  - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;

- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

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

Bid number: ..... Closing date: .....

Name of bidder: .....

Postal address: .....

.....

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

Date: .....

## 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 90/10 system for requirements with a Rand value of R50 000 000 and above (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 90/10 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	90
SPECIFIC GOALS	10
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

**90/10**

$$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

$P_s$  = 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 80/20 or 90/10 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 (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Persons historically disadvantaged on the basis of race with at least 51% ownership	3 points	
Persons historically disadvantaged on the basis of gender with at least 51% ownership by woman	3 points	
Persons with at least 51% ownership who are youth	2 points	
Persons historically disadvantaged by unfair discrimination on the basis of disability with at least 51% ownership	2 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.

<p>.....</p> <p><b>SIGNATURE(S) OF TENDERER(S)</b></p>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... ..... ..... .....

**SPECIFICATION FOR SUPPLY, DELIVERY AND MAINTENANCE OF A TWIN-ENGINE (TURBINE) TROOP CARRIER HELICOPTER FOR THE USE BY THE SOUTH AFRICAN POLICE SERVICE FOR A PERIOD OF THREE (3) YEARS: AIR WING**

Specification number:323338/25

Version: 02 Dated: 2025-07-02

<b>STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BIDDER COMPLY OR DO NOT COMPLY WITH THE REQUIREMENT OF THE SPECIFICATION</b>		<b>COMPLY / DO NOT COMPLY</b>
<b>1.</b>	<b>GENERAL</b>	
1.1	The South African Police Service (SAPS) requires to establish a three (3) year contract for a Twin-Engine (Turbine) Troop Carrier helicopter(s) to be used by the SAPS Air Wing.	
1.2	This document specifies the Troop Carrier technical and support requirements.	
1.3	Delivery of the helicopter(s) must be free into hangarage at the South African Police Service Air Wing at Heliport, Pretoria-West, South Africa.	
1.4	The helicopter(s) must comply in all respects with the South African Civil Aviation Technical Standards and Regulations (CATS and CARS).	
1.5	Painting of the helicopter(s) must be done according to the standard SAPS aircraft colours and markings (Blue and White paint, with the Police emblem on each side and one on the nosecone).	
1.6	The helicopter(s) must be new with less than 5 flight hours completed. Bidders must indicate a discount to be offered in case where the offered helicopter(s) has completed more than 5 flight hours prior to acceptance and delivery to the SAPS.	
1.7	The year of manufacture will be the year in which delivery takes place.	
1.8	The Successful Bidder must register the helicopter(s) in the name of the Commissioner of the South African Police Service.	
1.9	Prices quoted for the helicopter(s) must be fixed in South African currency. All exchange rates used in the conversion calculations must be indicated.	
1.10	Baseline cost of the aircraft and all optional ancillary equipment must be listed separately (price breakdown format as per table in section 21).	
<b>2.</b>	<b>TECHNICAL SPECIFICATIONS</b>	
2.1	The technical specifications cover the minimum requirements for the supply and delivery of the helicopter(s) required by this bid.	
2.2	Figures and systems data supplied in response to section 3 Performance until section 15 Ancillary equipment requirements for this bid are to be substantiated by copies of the relevant flight manual pages and or brochure (data sheet).	
2.3	All data supplied must be in the Metric and or Imperial measurement system.	

**SPECIFICATION FOR SUPPLY, DELIVERY AND MAINTENANCE OF A TWIN-ENGINE (TURBINE) TROOP CARRIER HELICOPTER FOR THE USE BY THE SOUTH AFRICAN POLICE SERVICE FOR A PERIOD OF THREE (3) YEARS: AIR WING**

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<b>3.</b>	<b>PERFORMANCE</b>	
3.1	The helicopter(s) bid must be for a twin turbine engine helicopter(s) and be certified for single pilot VFR and IFR operations by day and night.	
3.2	Helicopter(s) tendered must be in the Medium (3180 to 5670 kilogram) class.	
3.3	The helicopter(s) must be capable of transporting one pilot and a minimum of eleven (11) passengers comfortably at an average weight of 75 Kg standard per person.	
3.4	The velocity never exceed (VNE) must be a minimum of 130 knots Indicated Air Speed at maximum all up weight (MAUW).	
3.5	The helicopter(s) must be capable of hovering In Ground Effect at 10 000 ft (minimum) pressure altitude at International Standard Atmosphere (ISA) conditions at MAUW.	
3.6	The fast cruise speed not be less than 120 nautical miles per hour (Kts) on standard fuel tanks.	
3.7	The helicopter(s) must have a minimum useful load of 2200 Lbs. (MAUW less empty equipped aircraft weight plus lubricants and unusable fuel).	
3.8	The maximum range of the helicopter(s) must not be less than 360 nautical miles (NM) on standard fuel tanks.	
3.9	The helicopter(s) must be able to achieve an endurance of three (3) hours plus a 20 minute reserve with standard tanks and installed mission equipment.	
3.10	The helicopter(s) must have a service ceiling in excess of 12 500 ft.	
<b>4</b>	<b>POWER PLANT</b>	
4.1	The two (2) engines must be equipped with an automatic fuel regulation system and must be located in a fireproof compartment or with firewall protection.	
4.2	Minimum power output of 900 Horsepower per engine at take-off.	
4.3	The helicopter(s) must be equipped with dynamic sand filters or barrier filter systems.	
4.4	The power plant must be fitted with an engine fire detection and warning system.	
4.5	The engine oil system must include chip detection and associated warning facilities in the cockpit.	

**SPECIFICATION FOR SUPPLY, DELIVERY AND MAINTENANCE OF A TWIN-ENGINE (TURBINE) TROOP CARRIER HELICOPTER FOR THE USE BY THE SOUTH AFRICAN POLICE SERVICE FOR A PERIOD OF THREE (3) YEARS: AIR WING**

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<b>5.</b>	<b><u>TRANSMISSION SYSTEM</u></b>	
5.1	The main and tail gearboxes must be fitted with chip detectors and associated warning facilities in the cockpit.	
<b>6.</b>	<b><u>ROTORS</u></b>	
6.1	A rotor brake must be installed as standard equipment.	
<b>7.</b>	<b><u>FLIGHT CONTROLS</u></b>	
7.1	The aircraft must have a minimum of a 4-axis autopilot.	
7.2	Full dual flight controls (collective, cyclic pitch and yaw pedals) must be fitted as standard equipment, but must be easily removable if required.	
<b>8.</b>	<b><u>COCKPIT AND CABIN</u></b>	
8.1	The aircraft must be designed to be flown from the right or left hand seat.	
8.2	The cockpit must have two (2) jettisonable doors, each fitted with a sliding window. The cockpit doors must be easily removable without specialized tooling. The cabin must have two (2) sliding doors, each fitted with a sliding window.	
8.3	The rear sliding cabin doors to the passenger compartment must have a locking capability in the "open" position.	
8.4	All upper panes in the cockpit must be permanently tinted or fitted with a visor.	
8.5	The forward area of the cabin must be fitted with pilot and co-pilot high-back seats complete with muster harness in addition to the lap safety belts.	
8.6	The rear of the cabin must be fitted with removable and or foldable seats and provide seating for a minimum of ten (10) passengers.	
8.7	All passenger seats must be fitted with individual adjustable lap safety belts.	
8.8	All passenger seats must be easily and quickly removable for cargo loading purposes.	
8.9	Demisting facilities must be provided for both the pilot and co-pilot front windscreen areas.	
8.10	Cabin heating facilities must be provided for both the crew and passengers.	
8.11	Cabin ventilation facilities must be provided for both the crew and passengers.	

**SPECIFICATION FOR SUPPLY, DELIVERY AND MAINTENANCE OF A TWIN-ENGINE (TURBINE) TROOP CARRIER HELICOPTER FOR THE USE BY THE SOUTH AFRICAN POLICE SERVICE FOR A PERIOD OF THREE (3) YEARS: AIR WING**

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8.13	A cabin fire extinguisher, easily accessible to the pilot during all flight conditions, must be provided.	
8.14	All circuit breaker panels must be easily accessible by the pilot during flight.	
8.15	The cockpit equipment must further include the following items:	
8.15.1	Dimmable Instrument panel	
8.15.2	Radio console	
8.15.3	Control console	
8.15.4	Circuit breaker panels	
8.16	Pilot and co-pilot flight controls consisting minimum of:	
8.16.1	Cyclic pitch stick	
8.16.2	Collective pitch lever	
8.16.3	Rudder pedals	
8.17	In cockpit controls consisting of:	
8.17.1	Rotor brake	
8.17.2	Engine start up push button / starter key	
8.17.3	Fuel shut-off valve	
8.17.4	Minimum of two adjustable dome lights	
8.18	The cabin must provide adequate space for sitting and transportation of mission equipment. Minimum cabin volume: 220 cubic feet.	
<b>9.</b>	<b><u>LUGGAGE COMPARTMENTS</u></b>	
9.1	Luggage compartment(s) separate from the cabin must provide adequate storage space: Minimum 25 cubic feet.	

**SPECIFICATION FOR SUPPLY, DELIVERY AND MAINTENANCE OF A TWIN-ENGINE (TURBINE) TROOP CARRIER HELICOPTER FOR THE USE BY THE SOUTH AFRICAN POLICE SERVICE FOR A PERIOD OF THREE (3) YEARS: AIR WING**

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<b>10.</b>	<b>LANDING GEAR</b>	
10.1	High skid landing gear must be installed as standard equipment.	
10.2	Bidders must supply dual ground handling wheels, complete with hydraulic jacking system as standard equipment.	
<b>11.</b>	<b>FLIGHT AND MONITORING INSTRUMENTS</b>	
11.1	The following basic flight instrumentation must be fitted:	
11.1.1	Airspeed indicator	
11.1.2	Encoding Altimeter	
11.1.3	Rate of climb indicator	
11.1.4	Magnetic compass	
11.1.5	Outside air temperature indicator	
11.2	The following basic monitoring instrumentation must be fitted:	
11.2.1	Dual rotor and free turbine tachometer indicators	
11.2.1	Turbine outlet / inlet temperature indicators	
11.2.2	Engine oil pressure indicator	
11.2.3	Engine oil temperature indicators	
11.2.4	Gas generator tachometers	
11.2.5	Fuel gauge	
11.2.6	Fuel pressure indicators	
11.2.7	Ammeter	
11.2.8	Voltmeter	
11.2.9	Hour meter which records time when the aircraft is WOG (wheels off the ground, in other words in flight)	
11.2.10	A warning panel incorporating the following minimum indications must be fitted:	
11.2.11	Engine fire	



**SPECIFICATION FOR SUPPLY, DELIVERY AND MAINTENANCE OF A TWIN-ENGINE (TURBINE) TROOP CARRIER HELICOPTER FOR THE USE BY THE SOUTH AFRICAN POLICE SERVICE FOR A PERIOD OF THREE (3) YEARS: AIR WING**

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11.2.12	Low engine oil pressure	
11.2.13	Main transmission oil overheating	
11.2.14	Low hydraulic pressure	
11.2.15	Battery overheat	
11.2.16	Generator failure	
11.2.17	Fuel low level	
11.2.18	Engine, Main Gearbox (MGB) and Tail Gearbox (TGB) chip warning system	
11.2.19	Baggage compartment door open warning system	
11.2.20	An aural warning facility must be provided in the event of low or high main rotor rpm.	
12	<b>AVIONICS</b>	
12.1	The following avionic instruments must be fitted as standard items:	
12.1.1	2 x VHF radios	
12.1.2	2 x Digital electronic Clock- Operational type	
12.1.3	Transponder, Mode C	
12.1.4	3 x Gyro compass horizon: Operational type	
12.1.5	Global Positioning System: RNAV Compatible with street maps	
12.1.6	Emergency Locator Transmitter	
12.1.7	Intercom system Pilot / Co- pilot and passengers	
13.1.8	Headsets: Operational type with extendable coil cords and advanced noise reduction and volume control: Quantity 12	
13.1.9	Push To Talk (PTT) fittings: Quantity 4 (Minimum 2 in the cockpit and 2 in the cabin)	
13.1.10	Front and rear intercom boxes must operate independently. Front and rear radio consoles must operate independently.	
13.1.11	Three (3) way band radio must be installed in order to communicate with SAPS members on the ground. (Hybrid Radio)	
13.1.12	Radar Altimeter	

**SPECIFICATION FOR SUPPLY, DELIVERY AND MAINTENANCE OF A TWIN-ENGINE (TURBINE) TROOP CARRIER HELICOPTER FOR THE USE BY THE SOUTH AFRICAN POLICE SERVICE FOR A PERIOD OF THREE (3) YEARS: AIR WING**

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14	<b><u>ELECTRICAL SYSTEM AND LIGHTING</u></b>	
14.1	A 28 Volt DC system capable of producing sufficient electricity to power a Night Sun search light must be provided.	
14.2	The electrical system including all electrical circuits must be protected by circuit breakers.	
14.3	The electrical system must incorporate a generator reset facility.	
14.4	A NATO ground power D.C receptacle must be installed in the helicopter(s).	
14.5	The helicopter(s) must be fitted with the following exterior lighting:	
14.5.1	Port, starboard and rear position lights	
14.5.2	Flashing anti-collision strobe light	
14.5.3	Landing light swiveling in azimuth and elevation	
14.5.4	Strobe light(s)	
15	<b><u>ANCILLARY EQUIPMENT</u></b>	
15.1	The helicopter(s) must be fitted with an approved wire strike protection system. Bidders must provide equipment data sheet.	
15.2	The helicopter(s) must be supplied with a lightweight waterproof cabin cover for the front section of the cabin and cockpit area. It must further be supplied with the standard airborne kit consisting of pitot head covers, engine air intake covers, static port stoppers, tail pipe plugs, airborne kit holding bag, and blade tie downs, set of removable sun-shield covers for all windows etc.	
15.3	The helicopter(s) must be fitted with a tail skid.	
15.4	The helicopter(s) must be fitted a minimum of four (4) hard points to attach the crew harness and be certified to a minimum of 100 Kg each.	
16	<b><u>DOCUMENTATION</u></b>	
16.1	One set consisting of the following is required and must be delivered with the helicopter(s):	
16.1.1	Flight manual	



**SPECIFICATION FOR SUPPLY, DELIVERY AND MAINTENANCE OF A TWIN-ENGINE (TURBINE) TROOP CARRIER HELICOPTER FOR THE USE BY THE SOUTH AFRICAN POLICE SERVICE FOR A PERIOD OF THREE (3) YEARS: AIR WING**

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16.1.2	Inspection logbook (to include log cards for individual items)	
16.1.3	Aircraft, engine and battery logbooks	
16.1.4	Operator's manuals for all standard and optional equipment	
16.1.5	Maintenance manual (Hard and electronic copy)	
16.1.6	Illustrated Parts Catalogue (Hard and electronic copy)	
16.1.7	Passenger briefing	
16.1.8	Airworthiness certificates	
16.1.9	Manuals must be in English, comprehensive and cover all aspects for the complete unit.	
17	<b><u>WARRANTY</u></b>	
17.1	Bidders to clearly define warranty conditions for the airframe, the engine and the installed equipment and avionics.	
17.2	Bidders must guarantee the complete helicopter(s) including engine and optional equipment for a minimum of twenty-four months or 1 000 hours (whichever comes first) of satisfactory operation after commissioning.	
18	<b><u>DELIVERY</u></b>	
18.1	Bidders must deliver the helicopter(s) within 24 months from the date of order.	
19	<b><u>TRAINING</u></b>	
19.1	Bidders must provide necessary Original Equipment Manufacturer (OEM) training required to satisfactorily operate the helicopter(s) both on flying and technical aspects, including all costs of the simulators and travel to the factory for four (4) Pilots, two (2) Engineers and two (2) Avionics Technicians.	
19.2	The Bidder must cater for aircraft maintenance engineer type training and that must be valid for five years after aircraft delivery to SAPS.	
20	<b><u>GENERAL CONDITIONS OF CONTRACT</u></b>	
20.1	All goods and services supplied will be subjected to the General Conditions of Contract.	

**SPECIFICATION FOR SUPPLY, DELIVERY AND MAINTENANCE OF A TWIN-ENGINE (TURBINE) TROOP CARRIER HELICOPTER FOR THE USE BY THE SOUTH AFRICAN POLICE SERVICE FOR A PERIOD OF THREE (3) YEARS: AIR WING**

Specification number: 323338/25


Version: 02 Dated: 2025-07-02

<b>21</b>	<b>ADDITIONAL OPTIONAL ANCILLARY EQUIPMENT AND MAINTENANCE</b>
<b>21.1</b>	<p>The South African Police Service may be interested at having additional equipment, maintenance and systems installed on the procured aircraft.</p> <p>Bidders are requested to supply a full description of items and the total itemised cost per item.</p> <p>Full description must include Make, Model and or series number.</p> <p>A brochure (information page) must be attached per proposed item.</p> <p>All items must include fixed points, fixed and removable equipment.</p> <p>Note: These are additional items and <b>DO NOT</b> form part of the critical criteria.</p> <p>Bidders will not be disqualified should they not be able to supply one (1) or more of the seven (7) items optional equipment listed below.</p>

<b>ICN CODE</b>	<b>ITEM NAME</b>	<b>ITEM DESCRIPTION</b>	<b>TOTAL COST (INCLUDING INSTALLATION AND LABOUR)</b>
	Cockpit Night Vision Goggles (NVG)		
	Hoist		
	Observation (FLIR) Camera		
	Cargo Sling Cradle and Hook		
	Search Light		
	Fast Roping and Rappelling Kit		
	1000 Hour / 24 months maintenance plan		

Specification verified and approved by:

..... BRIGADIER (Dr)  
SECTION HEAD: AIR WING  
SB MAHLANGU

 **BRIGADIER (Dr)**  
**SECTION HEAD: AIR WING**  
**VISIBLE POLICING AND OPERATIONS**  
**SB MAHLANGU**

Date: 2025-07-02



## DEVIATION SHEET: Bid 19/1/9/1/06TT (25)

To all bidders:

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

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

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



## DEVIATION SHEET: Bid 19/1/9/1/06TT (25)

*Offered:*

**Specification paragraph**

*Reason:*

*Offered:*



# DEVIATION SHEET: Bid 19/1/9/1/06TT (25)

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

**Annexure A**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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34. Prohibition of restrictive practices



## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad 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](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

**security**

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

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

10.2 Documents to be submitted by the supplier are specified in SCC.

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

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

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

#### 14. Spare parts

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

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

#### 15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

**16. Payment**

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

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



available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)