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C. Nature of application

Reason for application	Tick	Brief description of injury/disease/incapacity
Long term incapacity leave		
Ill-health retirement		

D. Application for temporary incapacity leave

Period		Injury/disease/incapacity (Description/diagnosis)	Medical certificate
Start date	End date		Yes / No

E. Details of occupation

1. Describe your current duties and functions

2. Describe the physical demands of the job

3. Describe the mental demands of the job

4. Describe the tools, equipment and materials used to perform the job

5. Indicate your highest level of education

6. Are you performing other remunerative work? If yes, describe as you have in E1 up to E4 on a separate folio.

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F. Details of incapacity

1. Describe the injury / disease that has given rise to this application (only one)			
2. Details of medical consultation in relation to this application			
Name of doctor			Date of first consultation
Specialist			Tel no
Address			
Date of last consultation			

G. Details of doctors, specialists, other health professionals and hospitals you have consulted pertaining to your incapacity

1. Period		Doctor/hospital/other	Speciality	Address & tel. no	Treatment received
From	To				

2. Details of other concurrent or past injuries/diseases/illnesses which in your opinion may have contributed to your incapacity

H. Details of the impact of your health condition on your work performance and other functions and the practical implications of your injury / disease on the following activities of daily life

1. Describe the specific difficulties you are experiencing in performing your duties, including those relating to remunerative work, if any.	other
2. Mobility (standing, walking, sitting, bending, carrying, etc.)	

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3. Self-care (eating, dressing, bathing, etc.)

4. Management at home (domestic chores, gardening, shopping, home maintenance, etc.)

5. Transport (driving, use of public transport, etc.)

6. Sport and recreational activities

I. Declaration by employee

I hereby declare and warrant that the information given is factual, true and correct, and that no material information has been withheld or any relevant circumstances omitted. Any falsification of information in this regard may form grounds for disciplinary action. I understand that the burden of proof of my illness/injury rests with me and that I am afforded the opportunity to submit additional medical evidence and motivation to this effect with this application. I do understand that if I fail to do so, it would be of my own choice and that the omission of such information may impact upon the decision regarding my application.

Indemnity

I hereby indemnify the Employer against any claim of whatever nature, which may be made against them as a result of, or arising from the furnishing of any information as provided for herein.

Signature of employee	Print name	Rank	Date

Signature of person completing this form if the employee is incapacitated	Print name	Rank	Date

Signature of witness if applicant is incapacitated	Print name	Rank	Date

A. Details of contact person in the Service (commander/supervisor)

Initials & Surname			
Post title			
Rank			
Physical address	Station		
	Component		
	Province/Division		
Postal address			
Tel. number		Postal code	
Fax number		e-mail address	
		Cell	

B. Employee's sick leave record for the current and previous sick leave cycle as compiled by the relevant Provincial or Divisional office.

[illegible]

[illegible]

C. IMPACT OF INCAPACITY ON EMPLOYEE'S PERFORMANCE (NO MEDICAL COMMENTS OR RECOMMENDATIONS)

1. Describe the impact of the injury/disease on the employee's work abilities, with reference to specific work duties and environmental factors

2. Describe any other factors, either at work or outside work, which could be contributing to the employee's difficulties to perform his/her duties satisfactorily

3. Describe the efforts made to accommodate the employee's impairment/incapacity by adapting the work environment and duties

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4. Was the employee referred to the EHW?

5. List alternative jobs in the Service, together with a brief description, which the employee may be able to perform

D. Compulsory Documents to be Attached

Attachments

Tick ✓

• SAPS 47 (previous & current sick leave cycle)

• Medical certificate(s) **COMPULSORY WITH SPECIFIED DIAGNOSES**

• Current Medical reports from specialists (Not older than 6 months, if applicable)

• EHW report (psychological and terminally ill cases)

• Commander's report

• Minutes of career discussion

• Supportive collateral information

• Copy of identification document of the employee

• Certified copy of PERSAL 4.5.11, indicating that this temporary incapacity leave has been captured

• All relevant medical reports (example: X-ray reports)

• Additional written motivation

• Copy of employee's job description

Injury/Illness on duty/arisen out of the performance of official duties

• SO 125 / Convening order in terms of Regulations 5(1) & 68(1)(a)

• SAPS 114

• WCL 2 (Employer' Report)

• WCL 4 (First Medical Report)

• WCL 303 & WCL 304 in cases of PTSD

• Statement by employee

• Statement by commander/supervisor (on/off duty during incident)

• Statement by person to whom injury/illness was reported first

• Statement(s) by eye witness(es)

• Copy of Occurrence Book (OB) entry

E. Declaration by commander/supervisor

I hereby declare that the information given is factual, true and correct, and that no material information has been withheld nor any relevant circumstances omitted.

I, _____ the commander/supervisor hereby also certifies that the leave records

of the employee concerned was verified by me on _____ and that all absence has been captured on Persal, including the periods of temporary incapacity leave applied for in this application. Persal 4.5.11 was verified by me and the SAPS 47 and Persal 4.5.11 do correspond.

Initial & Surname	Signature	Rank	Date

F. Temporary incapacity leave application and captured pending temporary incapacity leave on Persal verified by the office of the relevant Divisional or Provincial Commissioner.

Initial & Surname of perusing officer	Signature of perusing officer	Date

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Part 3 Statement by treating doctor (specialist report compulsory)

A. Particulars of the employee (Patient)

Surname			
First names			
PERSAL number		Date of birth	
Rank		Occupation	
Date of first consultation		Date of last consultation	

B. Medical details

1. Main diagnosis and cause of disablement/incapacity

2. Detail the onset and history of the injury/disease/ill-health

3. Give details of your consultations with the patient over the last year

Date	Diagnosis	Treatment	Response

4. Details of the last clinical evaluation

5. Detail objective findings, such as blood tests, X-ray reports, ECG's, echocardiographs and histology results (Attach copies of available reports)

6. Describe the nature and extent of the functional impairment/s

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7. Does the patient's work, duties and/or environment aggravate the injury or disease?			Yes	No
If yes, describe				

8. Please provide details of other medical practitioners consulted or of hospital admissions during the past 5 years			
Date	Medical practitioner/hospital	Speciality	Treatment/surgery

9. Please provide details of present treatment, including medication and dosages, rehabilitation, counselling, etc.

10. Provide details of any complications or side effects of treatment

11. Please comment on the patient's response and compliance to current treatment

12. What further treatment, procedure or investigation would you recommend?

13. What further rehabilitation is envisaged for the patient?

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14. Please comment on the patient's further employment/redeployment within the South African Police Service, taking into account that the Service has a large variety of occupations over and above active policing.

15. Comment on the patient's employability within the open labour market

16. Comment on the employee's engagement in a private occupation or business, if involved in any.

17. Prognosis

Signature of medical practitioner

Print name (in block letters)

Qualifications (specify)

Practice number

Date

Tel no

Physical address

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Annexure T

DISABILITY MANAGEMENT: QUARTERLY ASSESSMENT REPORTING TEMPLATE

DISABILITY CONFIRMATION					WORK STATION ASSESSMENT			
NO. REFERRED CASES	NO. ASSESSED	NO. OF REPORTS SUBMITTED	NO. OF CONFIRMED CASES	NO. OF OUTSTANDING CASES TO BE ASSESSED	NO. REFERRED CASES	NO. ASSESSED	NO. OF REPORTS SUBMITTED	NO. OF OUTSTANDING ASSESSMENTS

FUNCTIONAL ABILITY ASSESSMENT			
NO. REFERRED CASES	NO. ASSESSED	NO. OF REPORTS SUBMITTED	NO. OF OUTSTANDING ASSESSMENTS

Report Compiled by:

Quality Controlled by:

NB: Quarterly report should be submitted per Province and Division

DISABILITY MANAGEMENT: Monthly Progress Report

Province	Persal No.	Name	Date of referral	Reason for Referral	Progress made since date of referral

Report Compiled by:

Quality Controlled by:

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RE-OPENING OF INJURIES / ILLNESSES

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The following documentation is required when an injury / illness must be re-opened:

- A typed report from the Attending Physician on his / her letterhead, containing the practice number.

The report must contain the following particulars:

- Full names and surname or member concerned;
 - Persal number;
 - Identity number;
 - Date of original injury;
 - Claim number (Event number) of the Compensation Commissioner.
- It must be clearly stated in the report that it is an application for the re-opening of an injury/illness which was sustained on _____. The clinical description of the injury/illness must be mentioned and how the current situation relates to the original injury/illness. The treatment profile regarding then and now, a clear description of the treatment, medication etc. must be described. Whether or not the original suggested treatment was completed, and if not supply reasons.
 - The current situation and anatomical and/or hampering of function due to the incident must be verified. A description of the proposed medical and surgical treatment including the treatment plan, after care and prescription must be supplied. It must also be clearly stated how the proposed treatment will lessen the member's labour incapacity in terms of Article 73 of the Compensation for Occupational Incidents and Diseases, Act 130 of 1993.
 - Only the Compensation Commissioner can re-open claims according to the abovementioned Act.
 - Claims can be rejected by this office in the following cases:
 - Where the Compensation Commissioner has disapproved the claim, although this department accepts that the injury/illness is due to the execution of the member's official duties;
 - Where a member has been medically boarded, not due to the execution of his/her official duties;
 - Where a member's claim has not yet been accepted by the Compensation Commissioner and is still pending.



labour

Department:
Labour
REPUBLIC OF SOUTH AFRICA

Claim Number: _____

**REQUEST FOR REOPENING OF A
CLAIM
COMPENSATION FOR OCCUPATIONAL
INJURIES**

AND DISEASES ACT, 1993

(Act No. 130 of 1993)

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PLEASE WRITE LEGIBLY

<u>PLEASE WRITE LEGIBLY</u>					
Name of Employee					
Identity Number		Address			
Name of Employer		Postal Code			
Address					
1. Date of Accident/ Onset of Disease		2. Date of Consultation		Postal Code	
3. Has Permanent Disablement been awarded by COIDA?		YES	NO	PERCENTAGE if known	
4. State the specific diagnosis and the present condition of the employee					
5. List the special investigations performed to confirm (4) (Attach report/s)					
6. Describe the relationship of the present condition to the original injury/ disease sustained <small>(If the only relationship is persistence of symptoms, provide dates of doctors' consultations, diagnoses, treatment administered and attach sick leave records)</small>					

7	Detailed treatment plan, with date of hospital admission and proposed procedure(s), name of hospital and estimated costs and the codes to be used. (Please attach a separate page with this information, if the space provided is not enough.)
Hospital practice no:	
Procedure codes:	
Date of admission and possible no. of days for admission:	
8.	How will the proposed treatment reduce the disablement the employee is suffering from?
9.	Other health team members who will be involved during the procedure / treatment.

I certify that I have by examination, satisfied myself that the condition of the employee is the result of the accident as described above.

Signature of Medical Practitioner		Practice number	
Name (Printed)		Date (important)	
Dr's telephone number	e-mail address	Fax number	Cell
Address			
Signature of the employee		Date(important)	
Employee's contact number (IMPORTANT)			

DOCTOR'S STAMP



labour

Department:
Labour
REPUBLIC OF SOUTH AFRICA

Claim Number: _____

REQUEST FOR REOPENING OF A CLAIM COMPENSATION FOR OCCUPATIONAL INJURIES

AND DISEASES ACT, 1993

(Act No. 130 of 1993)

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PLEASE WRITE LEGIBLY

[illegible]

- 7 Detailed treatment plan, with date of hospital admission and proposed procedure(s), name of hospital and estimated costs and the codes to be used. (Please attach a separate page with this information, if the space provided is not enough.)

Hospital practice no:

Procedure codes:

Date of admission and possible no. of days for admission:

8. How will the proposed treatment reduce the disablement the employee is suffering from?

9. Other health team members who will be involved during the procedure / treatment.

I certify that I have by examination, satisfied myself that the condition of the employee is the result of the accident as described above.

Signature of Medical Practitioner		Practice number	
Name (Printed)		Date (important)	
Dr's telephone number	e-mail address	Fax number	Cell
Address			
Signature of the employee		Date(important)	
Employee's contact number (IMPORTANT)			

DOCTOR'S STAMP

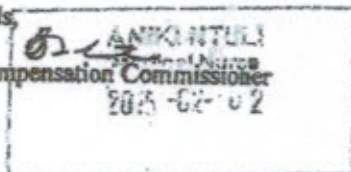
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Kindly take note that as we are now using the new system (Umehluko), the below mentioned information are compulsory fields that need to be completed on the system and we request you to complete and submit the information below on re-opening request form to enable us to assist you further in authorization:

1. Report on investigations done to confirm condition, and relationship to injury on duty
e.g. x-rays
2. Detailed treatment plan, proposed procedure(s) all codes that will be claimed for.
3. Hospital name and practice number of hospital
4. The name of the doctor and practice number
5. Date of admission and proposed number of days to be hospitalized/admitted

Regards,

For Compensation Commissioner





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DEVIATION SHEET: Bid 19/1/9/1/94TP (23)

To all bidders:

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

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

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



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DEVIATION SHEET: Bid 19/1/9/1/94TP (23)

Offered:

Specification paragraph

Reason:

Offered:



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DEVIATION SHEET: Bid 19/1/9/1/94TP (23)

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

Annexure A

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque

- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

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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

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- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 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.

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- 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.



AUTHORIZATION DECLARATION

NAME OF THE BIDDER: _____

BID NUMBER: _____

DESCRIPTION: _____

CLOSING DATE: _____

Are you sourcing the goods or services from a third party?

YES

NO

** If you have answered YES to the above question, please provide full details in the table below of the third party(ies) from whom you are sourcing the goods or services.*

1. Declaration by the bidder where the bidder is sourcing goods or services from a third party.

The bidder hereby declares the following:-

- 1.1 The bidder is sourcing the goods or services listed in the Form 1 attached, from a third party in order to comply with the terms and conditions of the bid.
- 1.2 The bidder has informed the third party of the terms and conditions of the bid and the third party is acquainted with the said terms and the description of the goods or services listed in the Form 1.
- 1.3 The bidder has received the attached, unconditional written undertaking from the third party to supply the goods or services listed in the form 1 in accordance with the terms and conditions of the bid document for the duration of the contract. A template has been attached (Form 2) that is to be used for the purpose of the third party undertaking.
- 1.4 The bidder confirms that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party.

2. The bidder declares that the information contained herein is true and correct.**3. The bidder acknowledges that the SAPS reserves the right to verify the information contained therein and if found to be false or incorrect may invoke any remedies available to it in the bid documents.****SIGNATURE BY THE BIDDER**

Signed at _____ on the _____ day of _____ 20____

Signature _____ Full name _____

Designation _____

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List of goods or services offered

Bid Item No	Brand Name	Name of the company from where the goods or services will be sourced	Address and contact details of the company from where the goods or services will be sourced

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Bid Item No	Brand Name	Name of the company from where the goods or services will be sourced	Address and contact details of the company from where the goods or services will be sourced

(Should the table provided not be sufficient for all the items offered, please provide additional information as an attachment and it must be properly referenced to this document)

Note:

The authorization letter must be original, signed and on an official letterhead of the third party.
A separate authorization letter must be included for each third party.
The authorization letter must be addressed to the Bidding Company.

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No copies of the authorization letter will be accepted. The validity of authorization letter/s will be verified with the third party/ies.

Name of Bidding Company

Address of Bidding Company

Attention:

Dear Sir/Madam

AUTHORIZATION LETTER: TENDER NR _____

We, _____ (Name of Third Party) hereby authorize you,
_____ (Name of Company) to include the products listed below in
your bid submission for the abovementioned contract.

We confirm that we have firm supply arrangements in place, and have familiarized ourselves with the item descriptions, specifications and bid conditions relating to item/s listed below.

Item no.	Description of product	Brand name

(Should the table provided not be sufficient for all the items offered, please provide additional information as an attachment and it must be properly referenced to this document)

Yours faithfully,

Signature of Third Party

Date: _____