DEPARTMENT: SOUTH AFRICAN POLICE SERVICE

REPUBLIC OF SOUTH AFRICA

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

The Manager

Reference no: 19119112878U7

Date: 2017-06-09

Enquiries: Kenneth Mohlale
Tel no: 012 841 7358
Fax no: 012 841 7495

Sir / Madam

REQUIRED BY THE SOUTH AFRICAN POLICE SERVICE NATIONALLY

CLOSING TIME AND DATE FOR BIDS IS 11:00 ON THE DATE AS SPECIFIED IN THE DOCUMENT

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

The conditions contained in the attached annexures apply.

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

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

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

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

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

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

Yours faithfully

RJ Mokwena

LIEUTENANT GENERAL
DIVISIONAL COMMISSIONER: SUPPLY CHAIN MANAGEMENT
RJ MOKWENA
MAINTENANCE OF AIR CONDITIONING, INCLUDING
THE SUPPLY AND INSTALLATION OF NEW AND
REPLACEMENT UNITS: 18 DEVOLVED STATIONS,
MPUMALANGA PROVINCE REGION TWO FOR THE
PERIOD OF THREE (3) YEARS

BID Number: 19/1/9/1/28 TB (17)

NAME of BIDDER: ____________________________
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN POLICE SERVICE

BID NUMBER: 19/1/9/1/28 TB (17) CLOSING TIME: 11:00 ON 19 JULY 2017

DESCRIPTION: MAINTENANCE OF AIR CONDITIONING, INCLUDING THE SUPPLY AND INSTALLATION OF NEW AND REPLACEMENT UNITS: 18 DEVOLVED STATIONS, MPUMALANGA PROVINCE REGION TWO FOR THE PERIOD OF THREE (3) YEARS

BID DOCUMENTS MAY BE POSTED TO:

The Section Head
Contract Management
SA Police Service
Private Bag X 254
PRETORIA
0001

OR

DEPOSITED IN THE BID BOX
SITUATED AT:

Divisional Commissioner
Supply Chain Management
SA Police Service
117 Cresswell Road
Silverton
PRETORIA
0184

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

Bids should submitted either by mail or by hand. If a bidder prefers to post a bid, it is the responsibility of the bidder to ensure that the envelope is correctly addressed as indicated in the bid document, lodged in a separate sealed envelope with the name and address of the bidder, the bid number and the closing date indicated on the envelope, and that the bid will reach the Department (SAPS) on time. The SA Post Office is then regarded as the agent of the bidder and the Department (SAPS) will not accept any responsibility for the late delivery of the bid.

THE BID BOX IS GENERALLY OPEN 24 HOURS A DAY, 7 DAYS A WEEK.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS (NOT TO BE RE-TYPED).
# COVER LETTER TO BID DOCUMENTS

<table>
<thead>
<tr>
<th>Project description:</th>
<th>MAINTENANCE OF AIR CONDITIONING, INCLUDING THE SUPPLY AND INSTALLATION OF NEW AND REPLACEMENT UNITS: 18 DEVOLVED STATIONS, MPUMALANGA PROVINCE REGION TWO FOR THE PERIOD OF THREE (3) YEARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid number:</td>
<td>19/1/9/1/28TB(17)</td>
</tr>
<tr>
<td>Advertising date:</td>
<td>09 June 2017</td>
</tr>
<tr>
<td>Close date:</td>
<td>19 July 2017</td>
</tr>
<tr>
<td>Close time:</td>
<td>11:00</td>
</tr>
</tbody>
</table>
| Compulsory site inspection session: | ☑ Yes □ No  
A compulsory site inspection on the 2017-06-28 at 10:00 at SAPS: SCM Provincial Office, 12 and 14 Jones Street, Nelspruit, Mpumalanga Province directions can be obtained at 013 762 6661 / 082 556 5769 |

| Issued by: | Divisional Commissioner: Supply Chain Management  
SOUTH AFRICAN POLICE SERVICE  
117 Cresswell Road  
Silverton  
0127 |

<table>
<thead>
<tr>
<th>ENQUIRIES RELATED TO TENDER DOCUMENTS MAY BE ADDRESSED TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact name:</td>
</tr>
<tr>
<td>Cell no:</td>
</tr>
<tr>
<td>E-mail:</td>
</tr>
</tbody>
</table>
## CONTENTS OF BID DOCUMENT

Bidders are to ensure that they have received all pages of this document, which consists of the following sections:

<table>
<thead>
<tr>
<th>PART T: TENDER</th>
<th>Document number</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Part T1: Tendering procedures.</strong></td>
<td></td>
</tr>
<tr>
<td>Notice and invitation to tender</td>
<td>T 1.1</td>
</tr>
<tr>
<td>Tender Data</td>
<td>T1.2</td>
</tr>
<tr>
<td>Standard Conditions of tender</td>
<td>Appendix A</td>
</tr>
<tr>
<td>General conditions of contract</td>
<td>Appendix B</td>
</tr>
</tbody>
</table>

### Part T2: Returnable documents including part C1 and C2

<table>
<thead>
<tr>
<th>Document</th>
<th>Document number</th>
</tr>
</thead>
<tbody>
<tr>
<td>List of returnable documents</td>
<td>T2.1</td>
</tr>
<tr>
<td>Resolution of board of directors</td>
<td>T2.1.1</td>
</tr>
<tr>
<td>Compulsory Enterprise Questionnaire</td>
<td>T2.1.2</td>
</tr>
<tr>
<td>Schedule of proposed Sub-Contractors</td>
<td>T2.1.3</td>
</tr>
<tr>
<td>Capacity of Tenderer</td>
<td>T2.1.4</td>
</tr>
<tr>
<td>Preference points claim form in terms of the preferential procurement</td>
<td>T2.1.5</td>
</tr>
<tr>
<td>regulations 2017 – SBD 6.1</td>
<td></td>
</tr>
<tr>
<td>Record of Addenda to tender document</td>
<td>T2.1.6</td>
</tr>
<tr>
<td>Compulsory site meeting certificate</td>
<td>T2.1.7</td>
</tr>
<tr>
<td>Schedule for imported materials and equipment</td>
<td>T2.1.8</td>
</tr>
<tr>
<td>Declaration of interest</td>
<td>SBD 4</td>
</tr>
<tr>
<td>Declaration of bidders past SCM practices</td>
<td>SBD 8</td>
</tr>
<tr>
<td>Certificate of independent bid determination</td>
<td>SBD 9</td>
</tr>
<tr>
<td>Declaration certificate for local production and content for designated</td>
<td>SBD 6.2</td>
</tr>
<tr>
<td>sectors</td>
<td></td>
</tr>
</tbody>
</table>

### Part C1 to C4

<table>
<thead>
<tr>
<th>Part C1 to C4</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PARTC: Contract</strong></td>
<td></td>
</tr>
<tr>
<td>Part C1 – Agreements and contract data</td>
<td></td>
</tr>
<tr>
<td>Form of Offer and Acceptance</td>
<td>C1.1</td>
</tr>
<tr>
<td>Contract data and Form of Guarantee</td>
<td>C1.2</td>
</tr>
</tbody>
</table>

### Part C2 – Pricing data and scope of work

<table>
<thead>
<tr>
<th>Part C2 – Pricing data and scope of work</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bill of Quantities</td>
<td>C2.1</td>
</tr>
</tbody>
</table>

### Part C3 – Occupational Health and Safety

<table>
<thead>
<tr>
<th>Part C3 – Occupational Health and Safety</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupational Health and Safety Specification</td>
<td>C3</td>
</tr>
</tbody>
</table>
MAINTENANCE OF AIR CONDITIONING, INCLUDING THE SUPPLY AND INSTALLATION OF NEW AND REPLACEMENT UNITS: 18 DEVOLVED STATIONS, MPUMALANGA PROVINCE REGION TWO FOR THE PERIOD OF THREE (3) YEARS

BID 19/1/9/1/28TB(17)

PART T1:

TENDERING PROCEDURES:
ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RETYPED)

THIS BID IS SUBJECT TO THE PREFERENCE PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENCE PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(Failure to do so may result in your bid being disqualified)

NAME OF BIDDER
POSTAL ADDRESS
STREET ADDRESS
CONTACT PERSON
TELEPHONE NUMBER CODE NUMBER
CELLPHONE NUMBER
FACSIMILE NUMBER CODE NUMBER
E-MAIL ADDRESS
VAT REGISTRATION NUMBER
BIDDERS SOUTH AFRICAN POLICE SERVICE VENDOR NUMBER

IF NOT REGISTERED AS A VENDOR WITH THE SOUTH AFRICAN POLICE SERVICE, THEN COMPLETION OF THE AMD 1 (DATABASE REGISTRATION) IS COMPULSORY!!!

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR
A REGISTERED AUDITOR
[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? YES or NO
[IF YES ENCLOSURE PROOF]

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE

TOTAL NUMBER OF ITEMS OFFERED
**SUPPLIER TO COMPLETE**

<table>
<thead>
<tr>
<th>Are you a NEW supplier?</th>
<th>YES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are you an EXISTING Supplier?</td>
<td>YES</td>
</tr>
</tbody>
</table>

**KINDLY REGISTER ON NATIONAL TREASURY**
**CSD: WWW.CSD.GOV.ZA AND OBTAIN A CSD SUPPLIER NUMBER**

**KINDLY PROVIDE YOUR CSD AND POLFIN SUPPLIER NUMBER**

<table>
<thead>
<tr>
<th>Supplier Number in CSD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplier Number in POLFIN</td>
</tr>
</tbody>
</table>

**OFFICE USE ONLY**

<table>
<thead>
<tr>
<th>RFQ received on:</th>
<th>Reason for rejection:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accepted</td>
<td>Rejected</td>
</tr>
<tr>
<td>Supplier Number in CSD</td>
<td></td>
</tr>
</tbody>
</table>

**C. CHECKLIST OF DOCUMENTS A**

<table>
<thead>
<tr>
<th></th>
<th>CROSS REFERENCE</th>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
</thead>
</table>
| 1. | Copy of Business entity's Registration Documents: i.e. CK2 form  
- For Close Corporations – a copy of the CIPRO report showing the directors/owners/members of the cc  
- For Pty Ltd – a copy of the CIPRO report as well as a copy of the shareholders agreement or a letter from your auditors confirming the shareholding of the company  
- Copy of shareholders/members certificates / agreements | Approved on CSD |
| 2. | Business entity's Val 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 CDB Registration | Approved on CSD |
| 6. | Registration of bank account details | Approved on CSD |
| 7. | B-BBEE Status level verification certificate | Approved on CSD |
# T1.1: NOTICE AND INVITATION TO TENDER

THE SOUTH AFRICAN POLICE SERVICE INVITES TENDERS FOR:

<table>
<thead>
<tr>
<th>Project title:</th>
<th>MAINTENANCE OF AIR CONDITIONING, INCLUDING THE SUPPLY AND INSTALLATION OF NEW AND REPLACEMENT UNITS: 18 DEVOLVED STATIONS, MPUMALANGA PROVINCE REGION TWO FOR THE PERIOD OF THREE (3) YEARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender no:</td>
<td>19/1/9/1/28 TB(17)</td>
</tr>
<tr>
<td>Advertising date:</td>
<td>09 June 2017</td>
</tr>
<tr>
<td>Closing time:</td>
<td>11:00</td>
</tr>
</tbody>
</table>

It is estimated that tenderers should have a CIDB contractor grading designation of **Grade 4 (R 2 mil to R 4 million) (ME) Mechanical Engineering works** or higher.

☐ Potentially emerging enterprises should have a CIDB contractor grading of **select class of works**

☐ *select class of construction works* PE and satisfy the criteria stated in the Tender Data.

Only tenderers who are responsive to the following responsiveness criteria are eligible to submit tenders:

- The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:
  - Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **Grade 4 (R 2 mil to R 4 million) (ME) Mechanical Engineering works** class of construction work.

- No Joint ventures/ consortiums will be allowed

- Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed and signed in ink (All as per Standard Conditions of Tender).

- Submission of applicable Resolution by the Legal Entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture

- Submission of other compulsory returnable schedules / documents as per List of returnable documents (T2.1).

- Submission of a completed and signed (by SAPS representative of Div. Comm: SCM) of the Compulsory clarification meeting Certificate as proof for attendance of compulsory clarification meeting.

- **Prospective bidders must be registered on the Central Supplier Database (CSD) prior to the award of any bid.** Failure to provide the South African Police Service with the CSD supplier number as well as the CSD Unique registration supplier number within seven working days from the closing date of this bid will result in the invalidation of the bid. **“; Bidders must submit the required database registration (CSD) documentation on www.csdb.gov.za to obtain a CSD supplier number.**

- **Prospective bidders must provide the registration summary report with the bid document on the closing date and time of the bid. Failure to do so will invalidate the bid.**

- Bid will be evaluated in terms of local production and content, only bidder who meet the minimum percentage for local production and content will be evaluated in terms of the preferential procurement principal 80/20

- Capacity and capability of the bidder will be taken into consideration.

---

Any reference to words “Bid” or Bidder” herein and/or in any other documentation shall be construed to have the same meaning as words “Tender” or “Tenderer”.

For Internal & External Use

Effective date Jan. 2009

Page 1 of 7

Version: 1.0
This tender will be evaluated according to the preferential procurement model in the PPPFA: *(Tick applicable preference point scoring system)*
Local Production and content – as specified.

| ☑ 80/20 Preference point scoring system | ☐ 90/10 Preference point scoring system |

**Price / Functionality:**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Price:</td>
<td>100%</td>
</tr>
<tr>
<td>Functionality:</td>
<td>0 %</td>
</tr>
<tr>
<td>Total must equal:</td>
<td>100%</td>
</tr>
</tbody>
</table>

Preference points claim form in terms of the Preferential Procurement Regulations 2011

**POINTS**

**PRICE**

- 80

**B-BBEE STATUS LEVEL OF CONTRIBUTION**

- 20

Total points for Price and B-BBEE must not exceed

- 100

Preference point scoring system will be broken down as follows:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (80/200 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>

**NOTE:** Tenderers claiming preference points must sign and submit the Preference Certificate (T2.1.5).

**COLLECTION OF TENDER DOCUMENTS:**

- Tender documents may be collected during working hours at the following address *SAPS: Supply Chain Management, 117 Cresswell Rd, Silverton, Pretoria*.
- A compulsory clarification meeting will take place at SAPS: SCM Provincial Office, 12 and 14 Jones Street, Nelspruit, Mpumalanga Province on 2017-06-28 starting at 10:00. Venue SAPS: SCM Provincial Office, 12 and 14 Jones Street, Nelspruit, Mpumalanga Province, directions can be obtained at 013 762 6661 / 082 556 5769.
ENQUIRIES RELATED TO TENDER DOCUMENTS MAY BE ADDRESSED TO:

<table>
<thead>
<tr>
<th>Procurement Manager:</th>
<th>PAC Kenneth Mohlala</th>
<th>Telephone no:</th>
<th>012 841 7358</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cell no:</td>
<td></td>
<td>Fax no:</td>
<td>012 841 7495</td>
</tr>
<tr>
<td>E-mail:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DEPOSIT / RETURN OF TENDER DOCUMENTS:

Telegraphic, telephonic, telex, facsimile, electronic and/or late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data document.

All tenders must be submitted on the official forms – (not to be re-typed)

<table>
<thead>
<tr>
<th>TENDER DOCUMENTS MAY BE POSTED TO:</th>
<th>DEPOSITED IN THE TENDER BOX AT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>THE SECTION HEAD: BID MANAGEMENT</td>
<td>SAPS: Supply Chain Management</td>
</tr>
<tr>
<td>SUPPLY CHAIN MANAGEMENT</td>
<td>117 Cresswell Road</td>
</tr>
<tr>
<td>SOUTH AFRICAN POLICE SERVICE</td>
<td>Silverton</td>
</tr>
<tr>
<td>PRIVATE BAG X 254</td>
<td>0127</td>
</tr>
</tbody>
</table>

Pretoria
0001

ATTENTION:
CONTRACT MANAGEMENT SECTION:
ROOM 5104, first floor A-Block.

OR

COMPiled BY:

<table>
<thead>
<tr>
<th>PAC Kenneth Mohlala</th>
<th>Signature</th>
<th>2017-06-09</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Procurement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Official</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td></td>
<td>Date</td>
</tr>
<tr>
<td></td>
<td>Signature</td>
<td></td>
</tr>
</tbody>
</table>
## T1.2: TENDER DATA

### Project title:

**MAINTENANCE OF AIR CONDITIONING, INCLUDING THE SUPPLY AND INSTALLATION OF NEW AND REPLACEMENT UNITS: 18 DEVOLVED STATIONS, MPUMALANGA PROVINCE REGION TWC FOR THE PERIOD OF THREE (3) YEARS**

<table>
<thead>
<tr>
<th>Tender no:</th>
<th>19/1/9/1/28TB(17)</th>
<th>Closing date:</th>
<th>19 July 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Closing time:</td>
<td>11:00</td>
<td>Validity period:</td>
<td>90 days</td>
</tr>
</tbody>
</table>

### Clause number:

**The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIB Standard for Uniformity in Construction Procurement as per Government Notice No. 751 published in Government Gazette No. 27831 of 22 July 2005 and as amended from time to time. (see www.cib.org.za)**

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause marked “F” in the above mentioned Standard Conditions of Tender.

**F.1.1** The employer is the Government of the Republic of South Africa in its Department of the South African Police Service.

**F.1.2** For this contract the single volume approach is adopted.

This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 6 of the CIDB's "Standard for Uniformity in Construction Procurement."

The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents including the fully priced Activity Schedule / Bills of Quantities, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the single volume procurement document back to the Department bound up as it was when it was received.

The single volume procurement document issued by the employer comprises the following:

**TENDER**
- Part T1: Tendering procedures
  - T1.1 - Tender notice and invitation to tender
  - T1.2 - Tender data
  - Appendix A - Standard Conditions of Tender

**Part T2: Returnable documents**
- T2.1 - List of returnable documents

**CONTRACT**
- Part C1: Agreements and contract data
  - C1.1 - Form of offer and acceptance
  - C1.2 - Contract data
  - C1.3 - Form of Guarantee

- Part C2: Pricing data
  - C2 - Pricing instructions and Bill of Quantities

- Part C3: Scope of work
  - C3 - Scope of work

- Part C4: Occupational Health and Safety
  - C4 - Occupational Health and Safety Specification
### F.1.4

<table>
<thead>
<tr>
<th>Name</th>
<th>Colonel Monaisa</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capacity</td>
<td>Departmental Project Manager</td>
</tr>
<tr>
<td>Address</td>
<td>SAPS PROGRAMME AND PROJECT MANAGEMENT</td>
</tr>
<tr>
<td>Tel</td>
<td>012 845 8935</td>
</tr>
<tr>
<td>Fax</td>
<td>012 845 8762</td>
</tr>
</tbody>
</table>

### F.1.5.2

Insert the following:

".....tender offers, save for all tenders being non-responsive, re-issue a tender covering ....."

### F.2.1

For eligibility refer to Notice and Invitation to Tender T1.1

### F.3.11

A contract will only be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff. - **Applicable**

The following tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, are eligible to have their tenders evaluated:

Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1b) or 25 (7a) of the Construction Industry Development Regulations, for a **Grade 4 (ME) Mechanical Engineering Works** class of construction work.

### F.2.7

For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1
Tender no: 19/1/9/1/28TB(17)

| F.2.12 | If a tenderer wishes to submit an own alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

Alternative tender offer permitted: Yes ☐ No ☑

| F.2.13.5 | The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1

| F.2.13.6 | A two-envelope procedure will not be followed.

| F.3.5 | F.2.15 | The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1

| F.2.16 | The tender offer validity period is as per Notice and Invitation to Tender T1.1

| F.2.19 | Access shall be provided for inspections, tests and analysis as may be required by the Employer.

| F.2.22 | Not a requirement.

| F.3.4.1 | The location for opening of the tender offers, immediately after the closing time thereof shall be at: SAPS Contract Management 117 Cresswell road Silverton

| F.3.4.2 | F.3.11.1 | Tenderer's offers will be evaluated in terms of experience and expertise where after the qualifying tenderer's offers will be evaluated further on: Evaluation Method 2

| F.3.11 | Scoring Financial Offer:

Tender offers will be scored using the following formula:

\[ N_{R0} = \frac{P_{m}}{P} \times W_{1} \]

where

- \( N_{R0} \) = Number of tender evaluation points awarded for the financial offer.
- \( W_{1} \) = The percentage score given for financial offer as stated in the Notice and Invitation to Tender T1.1
- \( P_{m} \) = The comparative offer of the most favourable tender offer.
- \( P \) = The comparative offer of tender offer under consideration.

Scoring Quality Offer:

Tender offers will be scored using the following formula:

\[ W_{0} = W_{2} \times \frac{S_{0}}{M_{S}} \]

where

- \( W_{0} \) = Total evaluation points for quality awarded for the quality offer.
- \( W_{2} \) = The percentage score given for quality offer as stated in the Notice and Invitation to Tender T1.1
SAPS SCM

T1.2: Tender data

<table>
<thead>
<tr>
<th>Tender no: 19/1/9/1/28TB(17)</th>
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<tr>
<th>Formula</th>
<th>Description</th>
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<tbody>
<tr>
<td><strong>S</strong></td>
<td>The score for quality allocated to the submission under consideration</td>
</tr>
<tr>
<td><strong>M</strong></td>
<td>The maximum possible score for quality in respect of a submission = 100.</td>
</tr>
</tbody>
</table>

**Scoring the Financial / Quality combined Offer:**

\[ S = N_{10} \cdot W_0 \] (calculated separately for each tender offer)

The score for quality and financial offer is to be combined, before the addition of the score for preference, as follows:

\[ W_C = W_3 \left( 1+ \frac{(S - S_m)}{S_m} \right) \]

where

\[ W_3 = \text{The number of tender evaluation points for quality and financial offer and equals:
1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 500 000; or
2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 500 000} \]

\[ S = \text{The sum of score for quality and financial offer of the submission under consideration.} \]

\[ S_m = \text{Sum of the score for quality and financial offer of the submission scoring the highest number of points.} \]

**Scoring for Preferences:**

Up to 100 minus \( W_3 \) tender evaluation points will be awarded to tenderer who completes the preferencing schedule and who is found to be eligible for the preference claimed.

Points for Direct Preference will be calculated according to the equity ownership of the tender under consideration as a proportion of the percentages stated in the Notice and Invitation to Tender T1.1

By using the following formula for either persons who had no franchise in national elections, women or persons with disabilities:

\[ N_p = N_{op} \times E_p / 100 \]

where

\[ N_p = \text{Preference points.} \]

\[ N_{op} = \text{The maximum tender evaluation points provided for in the Preferential Procurement Policy Framework Act.} \]

\[ E_p = \text{The percentage of equity for either the groups referred to.} \]

**Calculate Total tender Evaluation Points:**

The point calculated for price / quality combination will be added to the point scored for preference for each individual tender offer according to the formula:

\[ \text{Total tender evaluation points} = W_C + N_p \]

**F.3.13.1** Tender offers will only be accepted if:

(a) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector; and

(b) the tenderer has not:

   i) abused the Employer's Supply Chain Management System; or

   ii) Failed to perform on any previous contract and has been given a written notice to this effect.

**F.3.18** Provide to the successful tenderer one copy of the signed contract document.
Appendix “A”
CIDB Standard Conditions of Tender

(January 2009 edition)


F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) conflict of interest means any situation in which:
   i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
   ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
   iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) comparative offer means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis.

c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or
the award of a contract arising from a tender offer to the detriment of the employer, including collusive
practices intended to establish prices at artificial levels.
e) organization means a company, firm, enterprise, association or other legal entity, whether incorporated
or not, or a public body.
f) quality (functionality) means the totality of features and characteristics of a product or service that bear
on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a
form that can be readily read, copied and recorded. Communications shall be in the English language. The
employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and
contact details of the employer's agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and
may cancel the tender process and reject all tender offers at any time before the formation of a contract. The
employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give
written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the
rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a
period of six months unless only one tender was received and such tender was returned unopened to the
tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who
in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as
relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers
shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding
the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission.
The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position
of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms
of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter
into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed
solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that
tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that
such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the
offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a
fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be
advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers
have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a
contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of
evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.
F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer’s address and identification details stated in the tender data, as well as the tenderer’s name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer’s address and identification details stated in the tender data, as well as the tenderer’s name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer’s address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferring arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests, and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.
F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;

b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or

c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.
F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

a) complies with the requirements of these Conditions of Tender,

b) has been properly and fully completed and signed, and

c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer’s opinion, would:

a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

b) significantly change the Employer’s or the tenderer’s risks and responsibilities under the contract, or

c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount n words shall govern.

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

a) the gross misplacement of the decimal point in any unit rate;

b) omissions made in completing the pricing schedule or bills of quantities; or

c) arithmetic errors in:

i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or

ii) the summation of the prices.

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer’s addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.
F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

a) Rank tender offers from the most favourable to the least favourable comparative offer.

b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.

c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.

b) Calculate the total number of tender evaluation points \( T_{Ev} \) in accordance with the following formula:

\[
T_{Ev} = N_{RO} + N_{P}
\]

where:

- \( N_{RO} \) is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
- \( N_{P} \) is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

c) Rank tender offers from the highest number of tender evaluation points to the lowest.

d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.

b) Calculate the total number of tender evaluation points \( T_{Ev} \) in accordance with the following formula:

\[
T_{Ev} = N_{RO} + N_{Q}
\]

where:

- \( N_{RO} \) is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
- \( N_{Q} \) is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

c) Rank tender offers from the highest number of tender evaluation points to the lowest.

d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.
F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

1) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.

2) Calculate the total number of tender evaluation points ($T_{EU}$) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$ T_{EU} = N_{FO} + N_{P} + N_{Q} $$

where:
- $N_{FO}$ is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
- $N_{P}$ is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8;
- $N_{Q}$ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

3) Rank tender offers from the highest number of tender evaluation points to the lowest.

4) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

5) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$$ N_{FO} = W_i \times A $$

where:
- $N_{FO}$ is the number of tender evaluation points awarded for the financial offer.
- $W_i$ is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
- A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

<table>
<thead>
<tr>
<th>Formula</th>
<th>Comparison aimed at achieving</th>
<th>Option 1</th>
<th>Option 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Highest price or discount</td>
<td>$A = (1 + (P - Pm))$</td>
<td>$A = P / Pm$</td>
</tr>
<tr>
<td>2</td>
<td>Lowest price or percentage commission / fee</td>
<td>$A = (1 - (P - Pm))$</td>
<td>$A = Pm / P$</td>
</tr>
</tbody>
</table>

$P_m$ is the comparative offer of the most favourable comparative offer,

$P$ is the comparative offer of the tender offer under consideration.

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

CIDB Standard Conditions of Tender
30 January 2009
\[ N_0 = W_2 \times S_0 / M_2 \]

where:  
- \( S_0 \) is the score for quality allocated to the submission under consideration;
- \( M_2 \) is the maximum possible score for quality in respect of a submission; and
- \( W_2 \) is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

**F.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

**F.3.13 Acceptance of tender offer**

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,

b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

c) has the legal capacity to enter into the contract,

d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

e) complies with the legal requirements, if any, stated in the tender data, and

f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**F.3.14 Prepare contract documents**

**F.3.14.1** If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

a) addenda issued during the tender period,

b) inclusion of some of the returnable documents, and

c) other revisions agreed between the employer and the successful tenderer.

**F.3.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.

**F.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

**F.3.16 Notice to unsuccessful tenderers**

**F.3.16.1** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

**F.3.16.2** After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

**F.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.
F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.
Appendix “B”
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
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8. Inspections, tests and analysis
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27. Settlement of disputes
28. Limitation of liability
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30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
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General Conditions of Contract

I. 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,
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.

8.1 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.
MAINTENANCE OF AIR CONDITIONING, INCLUDING THE SUPPLY AND INSTALLATION OF NEW AND REPLACEMENT UNITS: 18 DEVOLVED STATIONS, MPUMALANGA PROVINCE REGION TWO FOR THE PERIOD OF THREE (3) YEARS

19/1/9/1/28TB(17)

PART T2:

RETURNABLE DOCUMENTS:
19/1/9/1/28 TB (17): MAINTENANCE OF AIR CONDITIONING, INCLUDING THE SUPPLY AND INSTALLATION OF NEW AND REPLACEMENT UNITS: 18 DEVOLVED STATIONS, MPUMALANGA PROVINCE REGION TWO FOR THE PERIOD OF THREE (3) YEARS

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1. Schedules required for tender evaluation purposes
   - Resolution of Board of Directors (T2.1.1)
   - Compulsory Enterprise Questionnaire (T2.1.2)
   - Schedule of proposed Sub-contractors (T2.1.3)
   - Capacity of Tenderer (T2.1.4)
   - Preference points in terms of preferential procurement regulations (T2.1.5)
   - Record of Addenda to Tender Documents (T2.1.6)
   - Compulsory Clarification Meeting Certificate (T2.1.7)
   - Schedule for imported materials and equipment (T2.1.8)
   - Declaration of Interest (SBD4)
   - Declaration of bidders past SCM practices (SBD 8)
   - Certificate of Independent bid determination (SBD9)
   - Declaration certificate for local production and content for designated sectors (SBD 6.2)
   - Form of Offer and Acceptance (C1.1)
   - Contract Data (C1.2)
   - Scope of work and Bill of Quantities (C2)

2. Other documents required only for tender evaluation purposes
   - CIDB certificate
   - Valid Tax Clearance
   - BBBEE Certificate

3. Other documents that will be incorporated into the contract
   - Form of Offer and Acceptance (C1.1)
   - Contract Data (C1.2)
   - Scope of work and bill of quantities (C2)
   - Occupational Health and Safety Specification (C3)

All the above-mentioned documents and schedules are compulsory. Failure to submit these documents will result in the tender being rejected.
T2.1.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

____________________________________________________

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at ________________________________ (place)

On ________________________________ (date)

RESOLVED that:

1. The Enterprise submits a Bid / Tender to the South African Police Service in respect of the following project:

____________________________________________________

(project description as per Bid / Tender Document)

Bid / Tender Number: ________________________________ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms: ________________________________

in *his/her Capacity as: ________________________________ (Position in the Enterprise)

and who will sign as follows: ________________________________

be, and is hereby, authorized to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

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<thead>
<tr>
<th>Name</th>
<th>Capacity</th>
<th>Signature</th>
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<tbody>
<tr>
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Note:
1. * Delete which is not applicable
2. NB. This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

ENTERPRISE STAMP
T2.1.2 : Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise: .................................................................

Section 2: VAT registration number, if any: ...........................................

Section 3: CIB registration number, if any: .............................................

Section 4: Particulars of sole proprietors and partners in partnerships

<table>
<thead>
<tr>
<th>Name*</th>
<th>Identity number*</th>
<th>Personal income tax number*</th>
</tr>
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<tbody>
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<td></td>
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</tbody>
</table>

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number: ..............................................................

Close corporation number: ...............................................................

Tax reference number: ........................................................................

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

<table>
<thead>
<tr>
<th>Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder</th>
<th>Name of institution, public office, board or organ of state and position held</th>
<th>Status of service (tick appropriate column)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Current</td>
</tr>
</tbody>
</table>

*insert separate page if necessary
Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- a member of any municipal council
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of the National Assembly or the National Council of Province
- a member of an accounting authority of any national or provincial public entity
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of Parliament or a provincial legislature

<table>
<thead>
<tr>
<th>Name of spouse, child or parent</th>
<th>Name of institution, public office, board or organ of state and position held</th>
<th>Status of service (tick appropriate column)</th>
<th>Current</th>
<th>Within last 12 months</th>
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</table>

*Insert separate page if necessary

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _______________________________ Date _______________________________

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<th>Name</th>
<th>Position</th>
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</table>

Enterprise name

Page 2 of 2
**SCHEDULE OF PROPOSED SUBCONTRACTORS**

<table>
<thead>
<tr>
<th>No.</th>
<th>Name and address of proposed Subcontractor</th>
<th>Nature and extent of work</th>
<th>Previous experience with Subcontractor</th>
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We notify you that it is our intention to employ the following Subcontractors for work in this contract.

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

Any reference to words “Bid” or Bidder” herein and/or in any other documentation shall be construed to have the same meaning as words “Tender” or “Tenderer”.

For External Use  Effective date Jan 2009
1. **WORK CAPACITY:** (The Tenderer is requested to furnish the following particulars, attach additional pages if more space is required. Failure to furnish the particulars may result in the Tender being disregarded.)

<table>
<thead>
<tr>
<th>Skilled artisans employed</th>
<th>Unskilled employees employed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Categories of artisans</td>
<td>Number</td>
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1.1. Provide full particulars of employed personnel that managed similar projects with a similar contract value:

<table>
<thead>
<tr>
<th>Particulars of person</th>
<th>Project and contract amount responsible for</th>
<th>Contact person/ reference and telephone numbers</th>
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Any reference to words “Bid” or “Bidder” herein and/or in any other documentation shall be construed to have the same meaning as the words “Tender” or “Tenderer”. Effective date Jan. 2009
2. PARTICULARS OF COMMITMENTS WHICH THE TENDERER HAS PREVIOUSLY COMPLETED AND PRESENTLY ENGAGED WITH:

2.1. Current projects:

<table>
<thead>
<tr>
<th>Project</th>
<th>Place (town)</th>
<th>Reference / Contact person</th>
<th>Contact Tel. No.</th>
<th>Contract amount responsible for</th>
<th>Contract period</th>
<th>Date of commencement</th>
<th>Scheduled date of completion</th>
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### 2.2. Previous projects:

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<th>Project</th>
<th>Place (town)</th>
<th>Reference / Contact person</th>
<th>Contact Tel. No.</th>
<th>Contract amount responsible for</th>
<th>Contract period</th>
<th>Date of commencement</th>
<th>Scheduled date of completion</th>
<th>Actual date of completion</th>
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Name of Tenderer

Signature

Date

---

Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

For Internal & External Use

Effective date Jan. 2009

Version 1.1
T.2.1.5 (SBD 6.1)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution


1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:
   - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2
   a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
   b) Either the 80/20 preference point system will be applicable to this tender (delete whichever is not applicable for this tender).

1.3 Points for this bid shall be awarded for:
   (a) Price; and
   (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

<table>
<thead>
<tr>
<th></th>
<th>POINTS</th>
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<tbody>
<tr>
<td>PRICE</td>
<td>80</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTOR</td>
<td>20</td>
</tr>
<tr>
<td><strong>Total points for Price and B-BBEE must not exceed</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
2. DEFINITIONS
(a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
(b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
(c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
(d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
(e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
(f) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
(g) "prices" includes all applicable taxes less all unconditional discounts;
(h) "proof of B-BBEE status level of contributor" means:
   1) B-BBEE Status level certificate issued by an authorized body or person;
   2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
   3) Any other requirement prescribed in terms of the B-BBEE Act;
(i) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
(j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE
3.1 THE 80/20 PREFERENCE POINT SYSTEMS
A maximum of 80 points is allocated for price on the following basis:

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

Where
\[ P_s = \] Points scored for price of bid under consideration
\[ P_t = \] Price of bid under consideration
\[ P_{\text{min}} = \] Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR
4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:


<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>20</td>
</tr>
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<td>2</td>
<td>18</td>
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</tr>
<tr>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>

5. **BID DECLARATION**

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. **B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: = ..........(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. **SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted .........................% 

ii) The name of the sub-contractor ..........................................................................

iii) The B-BBEE status level of the sub-contractor ............................................

iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

<table>
<thead>
<tr>
<th>Designated Group: An EME or QSE which is at last 51% owned by:</th>
<th>EME</th>
<th>QSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are youth</td>
<td></td>
<td></td>
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<tr>
<td>Black people who are women</td>
<td></td>
<td></td>
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<tr>
<td>Black people with disabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people living in rural or underdeveloped areas or townships</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooperative owned by black people</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/FIRM

☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited

[CHECK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

8.6 COMPANY CLASSIFICATION

☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.

[CHECK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a
fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES
1. ..............................................
2. ..............................................

SIGNATURE(S) OF BIDDERS(S)
DATE: ..............................................
ADDRESS ..............................................
 ..............................................
# T2.1.6: RECORD OF ADDENDA TO TENDER DOCUMENTS

<table>
<thead>
<tr>
<th>Project title:</th>
<th>MAINTENANCE OF AIR CONDITIONING, INCLUDING THE SUPPLY AND INSTALLATION OF NEW AND REPLACEMENT UNITS: 18 DEVOLVED STATIONS, MPUMALANGA PROVINCE REGION TWO FOR THE PERIOD OF THREE (3) YEARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender no:</td>
<td>19/1/9/1/28TB(17)</td>
</tr>
</tbody>
</table>

1. I / We confirm that the following communications received from the South African Police Service before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer. (Attach additional pages if more space is required)

<table>
<thead>
<tr>
<th>Date</th>
<th>Title or Details</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Name of Tenderer  Signature  Date

2. I / We confirm that no communications were received from the South African Police Services before the submission of this tender offer, amending the tender documents.

Name of Tenderer  Signature  Date

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as words "Tender" or "Tenderer".

Effective date Jan. 2009

57
T2.1.7: COMPULSORY CLARIFICATION MEETING CERTIFICATE

Project title: MAINTENANCE OF AIR CONDITIONING, INCLUDING THE SUPPLY AND INSTALLATION OF NEW AND REPLACEMENT UNITS: 18 DEVOLVED STATIONS, MPUMALANGA PROVINCE REGION TWO FOR THE PERIOD OF THREE (3) YEARS

Tender no: 19/1/9/1/28TB(17)
Closing date: 19 July 2017

This is to certify that I, ________________________________

representing the company of ________________________________

visited the site on: 2017-06-28

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the clarification meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

<table>
<thead>
<tr>
<th>Name of Tenderer</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Colonel Maleka</td>
<td></td>
<td>2017-06-28</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of SAPS Representative</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>
T2.1.8: SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

<table>
<thead>
<tr>
<th>Item</th>
<th>Material / Equipment</th>
<th>Rand (R) (Excluding VAT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td>R</td>
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<tr>
<td>2.</td>
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<td>3.</td>
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<td>R</td>
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<td>4.</td>
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<td>R</td>
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<td>5.</td>
<td></td>
<td>R</td>
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<tr>
<td>6.</td>
<td></td>
<td>R</td>
</tr>
</tbody>
</table>

This schedule should be completed by the tenderer. (Attach additional pages if more space is required)

The Contractor shall list imported items, materials and/or equipment which shall be excluded from the Contract Price Adjustment Provisions (if applicable) and shall be adjusted in terms of currency fluctuations only. Copies of the supplier's quotations for the items, materials or equipment (provided that such costs shall not be higher than the relevant contract rate as listed above) should be lodged with the Principal Agent/Engineer of the South African Police Service within 60 (sixty) days from the date of acceptance of the tender. No adjustment of the local VAT amount, nor the contractor's profit, discount, mark-up, handling costs, etc. shall be allowed.

These net amounts will be adjusted as follows:

**FORMULA:**

The net amount to be added to or deducted from the contract sum:

\[ A = V \left( \frac{Z}{Y} - 1 \right) \]

- \( A \) = the amount (R) of adjustment
- \( V \) = the net amount (supplier's quotation) (R) of the imported item
- \( Y \) = exchange rate at the closing date of tender submission
- \( Z \) = exchange rate on the date of payment

<table>
<thead>
<tr>
<th>Name of Tenderer</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>
DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/ a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid/quotation/supplier database registration form (AMD 1):

2.1 Full Name of bidder/applicant or his or her representative: .................................................................

2.2 Identity Number: .................................................................................................................................

2.3 Position occupied in the Company (director, trustee, shareholder?): .........................................................

2.4 Company Registration Number: ...........................................................................................................

2.5 Tax Reference Number: .........................................................................................................................

2.6 VAT Registration Number: ....................................................................................................................

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

"State" means –
(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
2.7 Are you or any person connected with the bidder/applicant presently employed by the state?  
YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .................................................
Name of state institution at which you or the person connected to the bidder is employed: .................................................
Position occupied in the state institution: .................................................

Any other particulars:
........................................................................................................................................
........................................................................................................................................
........................................................................................................................................

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?  
YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid/ quotation document/database registration form (AMD 1)?  
YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:
........................................................................................................................................
........................................................................................................................................
........................................................................................................................................

2.8 Did you or your spouse, or any of the company’s directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?  
YES / NO

2.8.1 If so, furnish particulars:
........................................................................................................................................
........................................................................................................................................
........................................................................................................................................

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?  
YES / NO

SBD 4 / Page 2 of 4 pages
2.9.1 If so, furnish particulars.

..................................................................................................................................................
..................................................................................................................................................
..................................................................................................................................................

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES/NO

2.10.1 If so, furnish particulars.

..................................................................................................................................................
..................................................................................................................................................
..................................................................................................................................................

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES/NO

2.11.1 If so, furnish particulars:

..................................................................................................................................................
..................................................................................................................................................
..................................................................................................................................................

3 Full details of directors / trustees / members / shareholders.

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Income Tax Reference Number</th>
<th>State Employee Number / Persal Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

SBD 4 / Page 3 of 4 pages
4 Will any portion of the contract be sub-contracted?

4.1 If so, furnish the following particulars of your sub-contractor(s):

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Income Tax Reference Number</th>
<th>State Employee Number / Fersal Number</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

5 DECLARATION

I, THE UNDERSIGNED (NAME)...........................................................................................................

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.......................................................... ..........................................................
Signature Date

................................. ..........................................................
Position Name of bidder

December 2015
DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.

2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
   a. abused the institution’s supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system; or
   c. failed to perform on any previous contract.

4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <em>audi alteram partem</em> rule was applied).</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>The Database of Restricted Suppliers now resides on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?  

Yes ☐ No ☐

If so, furnish particulars:

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)...........................  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.................................................  .................................................
Signature Date

.................................................  .................................................
Position Name of Bidder

Js365bW
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids\(^1\) invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).\(^2\) Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.

3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

\(^1\) Includes price quotations, advertised competitive bids, limited bids and proposals.

\(^2\) Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: ___________________________ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

(a) has been requested to submit a bid in response to this bid invitation;
(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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\(^2\) will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. 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.

\(^2\) joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
10. 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.

.......................................................... ..........................................................
Signature Date

..........................................................
Position

..........................................................
Name of Bidder

Ja914w 2
DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1 Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.

1.2 Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3 Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

\[ LC = \left(1 - \frac{x}{y}\right) \times 100 \]

Where
\[ x \] is the imported content in Rand
\[ y \] is the bid bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of \( x \) must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

1.6 A bid may be disqualified if –

(a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and

(b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

2.1. "bid" includes written price quotations, advertised competitive bids or proposals;

2.2. "bid price" price offered by the bidder, excluding value added tax (VAT);

2.3. "contract" means the agreement that results from the acceptance of a bid by an organ of state;

2.4. "designated sector" means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. "duly sign" means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. "imported content" means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. "local content" means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. "stipulated minimum threshold" means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. "sub-contract" means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>DESCRIPTION OF SERVICES, WORKS OR GOODS</th>
<th>STIPULATED MINIMUM THRESHOLD</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>&quot;PVC, non-sheated, copper conductor/cable, low voltage (2.5mm²)&quot;</td>
<td>90%</td>
</tr>
</tbody>
</table>

4. Does any portion of the services, works or goods offered have any imported content?
   (Tick applicable box)

   YES [ ] NO [ ]

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARBS for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

<table>
<thead>
<tr>
<th>Currency</th>
<th>Rates of exchange</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Dollar</td>
<td></td>
</tr>
<tr>
<td>Pound Sterling</td>
<td></td>
</tr>
<tr>
<td>Euro</td>
<td></td>
</tr>
<tr>
<td>Yen</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

NB: Bidders must submit proof of the SARBS rate(s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
   (Tick applicable box)

   YES [ ] NO [ ]

5.1 If yes, provide the following particulars:

(a) Full name of auditor:
(b) Practice number:
(c) Telephone and cell number:
(d) Email address:

( Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.
LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO. .................................................................

ISSUED BY: (Procurement Authority / Name of Institution):
.................................................................................................

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrialdevelopment/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ................................................................. (full names),
do hereby declare, in my capacity as ................................................
of ................................................................. (name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

<table>
<thead>
<tr>
<th>Bid price, excluding VAT (y)</th>
<th>R</th>
</tr>
</thead>
<tbody>
<tr>
<td>Imported content (x), as calculated in terms of SATS 1286:2011</td>
<td>R</td>
</tr>
<tr>
<td>Stipulated minimum threshold for local content (paragraph 3 above)</td>
<td>R</td>
</tr>
<tr>
<td>Local content: %, as calculated in terms of SATS 1286:2011</td>
<td></td>
</tr>
</tbody>
</table>

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: ___________________________ DATE: __________
WITNESS No. 1 ___________________________ DATE: __________
WITNESS No. 2 ___________________________ DATE: __________
## Annex C

### Local Content Declaration - Summary Schedule

<table>
<thead>
<tr>
<th>Tender No.</th>
<th>19/1/91/2878 (17)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender description:</td>
<td>Electrical Cables</td>
</tr>
<tr>
<td>Tender Authority:</td>
<td>South African Police Service</td>
</tr>
<tr>
<td>Tendering Entity name:</td>
<td></td>
</tr>
<tr>
<td>Tender Exchange Rate:</td>
<td></td>
</tr>
<tr>
<td>Specified local content %</td>
<td></td>
</tr>
</tbody>
</table>

### Calculation of local content

<table>
<thead>
<tr>
<th>Tender Item no's</th>
<th>List of Items</th>
<th>Tender price - each (excl VAT)</th>
<th>Exempted imported value</th>
<th>Tender value-net of exempted imported content</th>
<th>Imported value</th>
<th>Local value</th>
<th>Local content % (per item)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(C8)</td>
<td>(C9)</td>
<td>(C10)</td>
<td>(C11)</td>
<td>(C12)</td>
<td>(C13)</td>
<td>(C14)</td>
<td>(C15)</td>
</tr>
<tr>
<td>1</td>
<td>PVC, non-sheathed, copper conductor/cable, low voltage (2.5mm²)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Tender summary

<table>
<thead>
<tr>
<th>Tender Qty</th>
<th>Total tender value</th>
<th>Total exempted imported content</th>
<th>Total Imported content</th>
</tr>
</thead>
<tbody>
<tr>
<td>(C16)</td>
<td>(C17)</td>
<td>(C18)</td>
<td>(C19)</td>
</tr>
</tbody>
</table>

### Signature of tenderer from Annex B

**Date:**

---

**Note:** VAT to be excluded from all calculations.
Guidance Document for the Calculation of Local Content

1. DEFINITIONS

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

2. GENERAL

2.1. Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:
- a written guideline; and
- three declarations that must be completed:
  - Declaration C: "Local Content Declaration – Summary Schedule" (see Annexure C);
  - Declaration D: "Imported Content Declaration – Supporting Schedule to Annex C" (see Annexure D); and
  - Declaration E: "Local Content Declaration – Supporting Schedule to Annex C" (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.
Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

NOTE:

Annexure A is a note to the purchaser in SATS 1286:2011; and Annexure B is the Local Content Declaration in SATS 1286:2011.

2.2. What is local content?

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

2.3. Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content.

Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

2.3.1. Imported Content

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.
Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.