

44

TEMPLATE FOR THIRD PARTY UNDERTAKING

Form 2

Note:

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

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

Name of Bidding Company

Address of Bidding Company

Attention:

Dear Sir/Madam

AUTHORIZATION LETTER: TENDER NR _____

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

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

Item no.	Description of product	Brand name

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

Yours faithfully,

Signature of Third Party

Date: _____

44/39TP(25) 

R.K

SPECIFICATIONS FOR THE PROCUREMENT OF TRAINABLE WORKING DOGS LOCALLY : SAPS DOG TRAINING PROGRAMME: 3050/2024 CONTRACT FOR THREE (3) YEARS

NR	REQUIREMENT	PARTICULARS OF BID
STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BIDDER COMPLY OR DO NOT COMPLY WITH THE REQUIRED SPECIFICATION		COMPLY/NOT COMPLY
1	GENERAL REQUIREMENTS (APPLICABLE TO ALL CATEGORIES OF DOGS)	
1.1	The SAPS has a need for a three (3) years contract for the procurement of dogs as and when the need arises.	
1.2	The dogs must be well socialised and drive development must have taken place (green dog) according to the SAPS assessment standard as per item 2.2 and 3.2.	
1.3	Males and females will be accepted (unless specified).	
1.4	All dogs must be true to their breed characteristics (standard size, standard coat type and colour, standard conformation), however, they do not have to be registered with a kennel union or breed registration body, unless specifically stated.	
1.5	The supplier must ensure that all dogs found suitable on pre-medical screening and training assessment by the SAPS, are presented to South African Police Service Veterinary Science Services Clinic: Roodeplaat within two (02) working days, at the cost of the supplier for a full medical assessment by a SAPS Veterinarian.	
1.5.1	<p>All dogs will be subjected to a physical examination (i.e general examination for any visible abnormalities and medical conditions, gait evaluation for any lameness or abnormalities and blood smear examination) which will be performed on a conscious animal and a radiological evaluation performed under sedation by the SAPS Veterinarian (Hips, Spine, elbows and stifles).</p> <p>The medical examination will consist of the following:</p> <ul style="list-style-type: none"> • A general examination for any medical conditions, visible deformation and skeletal defects; • A head to tail examination for any defects of the eyes, ears, skin, teeth, and genital organs. • A radiographic hip, elbow and spine examination under sedation. <p>The dogs must be free of hip dysplasia, elbow dysplasia and lumbo-sacral disease as determined by a SAPS Veterinarian.</p>	
1.5.2	All dogs should have a microchip which can be detected through the responder (Scanner) ISO 11784 or ISO 11785, for specific identification (if a microchip cannot be detected, it will be confirmed through the x-ray).	
1.5.3	<p>All dogs should be presented with their records of medical history (original file not a copy) which links with the specific microchip. This includes the records for vaccination, de-worming and external parasites control (dipping/ pour-on). The 5 in 1 (Canine Parvovirus, Canine distemper virus, Canine adenovirus type 2, Canine Parainfluenza) and Rabies vaccination should be up to date on presentation of the dog at the SAPS Facility.</p> <p>(Vaccinations should be only performed by the Veterinarian and / or Para-Veterinary Professional).</p>	
1.5.4	All dogs must not present with any external parasites on their bodies (i.e fleas and ticks).	
1.5.5	All dogs should be in an ideal body condition (Score of 3) as per the body condition score attached.	

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BRIGADIER
ACTING COMPONENT HEAD: RAPID RAIL AND POLICE EMERGENCY SERVICES
DIVISION: VISIBLE POLICING AND OPERATIONS
F BOOYSEN

DATE: 2025-04-16

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SPECIFICATIONS FOR THE PROCUREMENT OF TRAINABLE WORKING DOGS LOCALLY : SAPS DOG TRAINING PROGRAMME: 3050/2024 CONTRACT FOR THREE (3) YEARS

NR	REQUIREMENT	PARTICULARS OF BID
STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BIDDER COMPLY OR DO NOT COMPLY WITH THE REQUIRED SPECIFICATION		COMPLY/NOT COMPLY
1.5.6	All dogs presented must be at least twelve (12) months of age, this is to ensure conclusive evaluation of radiological examination (X-rays) can be achieved.	
1.5.7	The results of the medical suitability will be at the sole discretion of the SAPS Veterinarian and no private veterinary recommendations will be considered. The South African Police Service will not be held responsible for any accidental injury or death caused by the Veterinary examination and procedures indicated above.	
1.6	The supplier must be willing to subject the dogs to a suitability assessment for work performance and temperament by a representative from the SA Police Service (SAPS). The SAPS will only accept and procure dogs found suitable during this assessment.	
1.7	The supplier must indicate in writing firm lead times for delivery of the dogs required by the South African Police Service.	
1.8	The supplier must be willing to exchange any of the procured dogs, within four (4) months after the purchase date, should it be assessed by the SAPS and found that the dog is unsuitable to proceed with training. This will be at the cost of the supplier.	
1.9	The supplier must be willing to exchange procured dogs, within four (4) months after the purchase date, should it be found that the dog delivered, has a medical condition rendering such dog unsuitable to proceed with training. This will be at the cost of the supplier.	
1.10	When the supplier has identified the specified potential dogs that are suitable for the assessment process, the dogs must conform to the following on the day of assessment:	
1.10.1	All dogs must have a strong and sound temperament.	
1.10.2	Dogs must be confident, alert and energetic.	
1.10.3	All dogs must be well socialised to endure and operate under the following environments with confidence:	
1.10.3.1	Confined spaces	
1.10.3.2	Dark spaces	
1.10.3.3	Slippery floors	
1.10.3.4	Noisy and congested environments	
1.10.3.5	Walk on leash	
1.10.3.6	Travel in vehicles	
1.10.3.7	Climb stairs	
1.10.3.8	Not startled or scared by gunshots and loud noises	
1.10.3.9	Groups of people	
1.10.3.10	Shopping centres	
1.10.3.11	Lifts	
1.10.3.12	Operate amongst moving vehicles	
1.10.3.13	Must take a muzzle, particularly the patrol dogs	

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BRIGADIER
ACTING COMPONENT HEAD; RAPID RAIL AND POLICE EMERGENCY SERVICES
DIVISION: VISIBLE POLICING AND OPERATIONS
F BOOYSEN

DATE: 2025-04-16

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SPECIFICATIONS FOR THE PROCUREMENT OF TRAINABLE WORKING DOGS LOCALLY : SAPS DOG TRAINING PROGRAMME: 3050/2024
CONTRACT FOR THREE (3) YEARS

NR	REQUIREMENT	PARTICULARS OF BID
	STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BIDDER COMPLY OR DO NOT COMPLY WITH THE REQUIRED SPECIFICATION	COMPLY/ NOT COMPLY
2	SPECIFIC REQUIREMENTS (IN ADDITION TO THE GENERAL REQUIREMENTS): SNIFFER / NOSE WORK DOGS (Narcotics, Explosives, Search & Rescue, Protected Species, Biological Body Fluids, Fire Investigation, Currency, etc)	
2.1	BREEDS	
2.1.1	Belgium Shepherd Dogs: Malinois (not long haired)	
2.1.2	Doberman-Bloodhound	
2.1.3	Border Collie	
2.1.4	German Shepherd Dog (not long haired, not slanted back, no cow hocks)	
2.1.5	Bloodhound	
2.1.6	Labrador	
2.1.7	Australian Shepherd Dog	
2.1.8	Dutch Shepherd Dog	
2.1.9	Jack Russell	
2.2	When the supplier has identified the specified potential dogs that are suitable for the assessment process, the dogs must conform to the following on the day of ASSESSMENT:	
2.2.1	Dogs must be older than twelve (12) months, but not older than three (3) years (Bloodhounds must be older than eighteen (18) months).	
2.2.2	Dogs must not be afraid of gun shots and loud noises. (i.e startled, tail between the legs or hiding behind the handler)	
2.2.3	Dogs must have a high play/prey drive (high possessive retrieval drive, with excellent eye focus).	
2.2.4	Dogs must be able to retrieve a ball the size of a tennis ball or gong (not a squeaky toy) in flight at approximately 30m and return to the handler.	
2.2.5	Dogs must be able to retrieve a ball the size of a tennis ball or gong (not a squeaky toy) when thrown out of sight at approximately 30m and return to the handler	
2.2.6	Dogs must be able to search for and retrieve a hidden ball the size of a tennis ball or gong (not a squeaky toy).	
2.2.7	Dogs must be able to search for and retrieve a stationary hidden ball the size of a tennis ball or gong (not a squeaky toy) thrown into long grass of at least 30cm and at a distance of not less than 30m and return to the handler.	
2.2.8	Dogs must be able to conduct searches in the following:	
2.2.8.1	Containers : PVC pipes of at least 30cm in height, tyres, rims and suitcases	
2.2.8.2	The inside and outside of vehicles (including busses)	
2.2.8.3	Open areas with grass and bushes at a distance of at least 30m away from handler.	
2.2.8.4	Buildings	
2.2.8.5	Confined spaces	
2.2.8.6	Unstable platforms	

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BRIGADIER


ACTING COMPONENT HEAD: RAPID RAIL AND POLICE EMERGENCY SERVICES
DIVISION: VISIBLE POLICING AND OPERATIONS
F BOOYSEN

DATE: 2025-04-16

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SPECIFICATIONS FOR THE PROCUREMENT OF TRAINABLE WORKING DOGS LOCALLY : SAPS DOG TRAINING PROGRAMME: 3050/2024 CONTRACT FOR THREE (3) YEARS

NR	REQUIREMENT	PARTICULARS OF BID
STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BIDDER COMPLY OR DO NOT COMPLY WITH THE REQUIRED SPECIFICATION		COMPLY/ NOT COMPLY
2.2.8.7	Large areas with furniture (classrooms),	
2.2.8.8	Crowded areas (people / children, etc)	
2.2.8.9	Noisy areas	
2.2.9	Focus must be excellent throughout the search process.	
2.3	When the SAPS has identified the sniffer dogs that are suitable for purchasing, the supplier must ensure the dogs still conform to the following on the day of DELIVERY:	
2.3.1	Conduct building search	
2.3.2	Conduct search in containers : PVC pipes of at least 30cm in height, tyres, rims and suitcases	

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BRIGADIER
ACTING COMPONENT HEAD: RAPID RAIL AND POLICE EMERGENCY SERVICES
DIVISION: VISIBLE POLICING AND OPERATIONS
F BOOYSEN

DATE: 2025-04-16

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SPECIFICATIONS FOR THE PROCUREMENT OF TRAINABLE WORKING DOGS LOCALLY : SAPS DOG TRAINING PROGRAMME: 3050/2024 CONTRACT FOR THREE (3) YEARS

NR	REQUIREMENT	PARTICULARS OF BID
STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BIDDER COMPLY OR DO NOT COMPLY WITH THE REQUIRED SPECIFICATION		COMPLY/ NOT COMPLY
3	SPECIFIC REQUIREMENTS (IN ADDITION TO THE GENERAL REQUIREMENTS): PATROL DOGS	
3.1	BREEDS	
3.1.1	Belgium Shepherd Dogs: Malinois (not long haired)	
3.1.2	German Shepherd Dog (not long haired, not slanted back, no cow hocks)	
3.1.3	Rottweiler	
3.1.4	Dutch Shepherd Dog	
3.2	When the supplier has identified the specified potential dogs that are suitable for the assessment process, the dogs must conform to the following on the day of ASSESSMENT:	
3.2.1	Dogs must be between the ages of eighteen (18) months and three (3) years.	
3.2.2	Dogs must show aggression when challenged, without being nervous, startled or display hesitation while gunshots are fired.	
3.2.3	Dogs must not work in defence drive, but display a good prey or fight drive.	
3.2.4	Dogs must be able to do a full strong bite on a suit when challenged by the agitator (no mouthing, re-biting and biting with the front teeth is allowed).	
3.2.5	Dogs must be able to apprehend the agitator while running away from a distance of at least 50 meters with a full strong bite on the suit, while working independently (no mouthing, re-biting and biting with the front teeth is allowed).	
3.2.6	Dogs must be able to work independently at a distance of 50 meters away from the handler, doing an alert bark with the agitator in a cage in the bush and open area (no training equipment to accompany the agitator in the cage). The handler may only approach once the dog alerts with a bark at the cage.	
3.2.7	Dogs must be able to do an independent search in a building, guard and indicate by barking (no training equipment to accompany the agitator in the cage). The handler may only approach once the dog alerts with a bark at the cage.	
3.3	When the SAPS has identified the Patrol dogs that are suitable for purchasing, the supplier must ensure the dogs still conform to the following on the day of DELIVERY:	
3.3.1	Dogs must show aggression when challenged, without being nervous, startled or display hesitation while gunshots are fired.	
3.3.2	Dogs must be able to do a full strong bite on a suit when challenged by the agitator (no mouthing, re-biting and biting with the front teeth is allowed).	
3.3.3	Dogs must be able to apprehend the agitator while running away from a distance of at least 50 meters with a full strong bite on the suit, while working independently (no mouthing, re-biting and biting with the front teeth is allowed).	
3.3.4	Dogs must be able to work independently at a distance of 50 meters away from the handler, doing an alert bark with the agitator in a cage in the bush and open area (no training equipment to accompany the agitator in the cage). The handler may only approach once the dog alerts with a bark at the cage.	

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BRIGADIER
ACTING COMPONENT HEAD: RAPID RAIL AND POLICE EMERGENCY SERVICES
DIVISION: VISIBLE POLICING AND OPERATIONS
F BOOYSEN

DATE: 2025-04-16

49/39TP(25)

SPECIFICATIONS FOR THE PROCUREMENT OF TRAINABLE WORKING DOGS: INTERNATIONAL : SAPS DOG TRAINING PROGRAMME: CONTRACT FOR THREE (3) YEARS 3052/2 024

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NR	REQUIREMENT	PARTICULARS OF BID
STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BIDDER COMPLY OR DO NOT COMPLY WITH THE REQUIRED SPECIFICATION		COMPLY/NOT COMPLY
1	GENERAL REQUIREMENTS (APPLICABLE TO ALL CATEGORIES OF DOGS)	
1.1	The SAPS has a need for a three (3) years contract for the procurement of dogs as and when the need arises.	
1.2	The dogs must be well socialised and drive development must have taken place (green dog) according to the SAPS assessment standard as per item 2.2 and 3.2.	
1.3	Males and females will be accepted (unless specified).	
1.4	All dogs must be true to their breed characteristics (standard size, standard coat type and colour, standard conformation), however, they do not have to be registered with a kennel union or breed registration body, unless specifically stated.	
1.5	SAPS Veterinary standards and requirements:	
1.5.1	The dogs must be free of hip dysplasia, elbow dysplasia and lumbo-sacral disease.	
1.5.2	International suppliers must ensure that all Veterinary requirements as indicated below are complied with in thirty (30) days, after the contract between the SAPS and supplier was signed by both parties.	
1.5.3	The supplier must provide the X-rays (not older than three (3) months) for each dog for a PRELIMINARY radiological evaluation. X-rays must clearly indicate:	
1.5.3.1	Left and right positions; Microchip number; Dog name; Date of birth and Gender	
1.5.3.2	Ventro-dorsal view of the hips in an extended position;	
1.5.3.3	Ventro-dorsal view of the hips in a flexed position;	
1.5.3.4	Lateral view of each elbow joint in a flexed position;	
1.5.3.5	Cranio-caudal view of each elbow joint in an extended position;	
1.5.3.6	Lateral lumbo-sacral spine view;	
1.5.3.7	All dogs must be at least twelve (12) months of age when X-rays are taken;	
1.5.4	A video (for gait and showing live microchip reading) and pictures (conformation, face and teeth) for all dogs clearly identifiable by a specific animal microchip number should be sent through to the SAPS for evaluation/assessment before exportation.	
1.5.5	A FINAL medical examination will be conducted on all dogs found suitable on pre-medical screening and training assessment upon delivery. A physical examination and blood smear examination performed on a conscious animal (General Physical examination for any visible abnormalities, Gait evaluation for any lameness or abnormalities) and a radiological evaluation performed under sedation by the SAPS Veterinarian (Hips, Spine, elbows and stifles). The SAPS will only accept and procure dogs found suitable on this assessment.	
1.5.6	All dogs should have a microchip which can be detected through the responder (Scanner) ISO 11784 or ISO 11785, for specific identification	
1.5.7	All dogs must not present with any external parasites on their bodies (i.e fleas and ticks).	

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BRIGADIER
ACTING COMPONENT HEAD: RAPID RAIL AND POLICE EMERGENCY SERVICES
DIVISION VISIBLE POLICING AND OPERATIONS
F BOOYSEN

DATE: 2025-04-17

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SPECIFICATIONS FOR THE PROCUREMENT OF TRAINABLE WORKING DOGS: INTERNATIONAL : SAPS DOG TRAINING PROGRAMME: CONTRACT FOR THREE (3) YEARS

3052/2024

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NR	REQUIREMENT	PARTICULARS OF BID
STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BIDDER COMPLY OR DO NOT COMPLY WITH THE REQUIRED SPECIFICATION		COMPLY / NOT COMPLY
1.5.8	All dogs should be in an ideal body condition (Score of 3) as per the body condition score attached.	
1.5.9	The results of the medical suitability will be at the sole discretion of the SAPS Veterinarian and no private veterinary recommendations will be considered. The South African Police Service will not be held responsible for any accidental injury or death caused by the Veterinary examination and procedures indicated above.	
1.6	The supplier must ensure that all dogs identified as suitable on the preliminary examination comply with the import regulations stipulated by the Department of Agriculture of the Republic of South Africa. This includes the relevant blood tests and the required quarantine period as per regulations. This will be at the cost of the supplier. All dogs should be presented with their records of medical history (original file not a copy) which links with the specific microchip. This includes the records for vaccination, de-worming and external parasites control (dipping/ pour-on). The vaccinations, including Rabies, should be up to date on presentation of the dog at the SAPS Facility.	
1.7	The supplier must be willing to subject the dogs to a suitability assessment for work performance and temperament by a representative from the SA Police Service (SAPS) within 5 days of delivery. The SAPS will only recommend dogs found suitable during this assessment for a FINAL medical examination.	
1.8	The SAPS will ensure that qualified K9 Assessors and Moderators, whenever possible, assess the identified dogs at the International Dog Suppliers' venue prior to the commencement of the procurement process.	
1.9	The supplier must indicate in writing firm lead times for delivery of the dogs required by the South African Police Service.	
1.10	The supplier must be willing to exchange any of the procured dogs within six (6) months after the purchase date, should it be assessed by the SAPS and found that the dog is unsuitable to proceed with training. This will be at the cost of the supplier.	
1.11	The supplier must be willing to exchange procured dogs within six (6) months after the purchase date should it be found that the dog delivered, has a medical condition rendering such dog unsuitable to proceed with training. This will be at the cost of the supplier.	
1.12	The supplier must be willing to donate the procured unsuitable dog unconditionally to the SAPS as it will be costly to return the unsuitable dog back to the supplier. Alternatively the supplier may elect to collect the unsuitable dog on own cost within six (6) months of the exchange period, failing to do so, the SAPS will dispose of the dog as deemed fit, to prevent welfare related cost.	
1.13	When the supplier has identified the specified potential dogs that are suitable for the assessment process, the dogs must conform to the following on the day of assessment:	
1.13.1	All dogs must have a strong and sound temperament.	
1.13.2	Dogs must be confident, alert and energetic.	
1.13.3	All dogs must be well socialised to endure and operate under the following environments with	

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BRIGADIER
ACTING COMPONENT HEAD: RAPID RAIL AND POLICE EMERGENCY SERVICES
DIVISION VISIBLE POLICING AND OPERATIONS
F BOOYSEN

DATE: 2025-04-17

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SPECIFICATIONS FOR THE PROCUREMENT OF TRAINABLE WORKING DOGS: INTERNATIONAL : SAPS DOG TRAINING PROGRAMME: CONTRACT FOR THREE (3) YEARS 3052/2024

NR	REQUIREMENT	PARTICULARS OF BID
STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BIDDER COMPLY OR DO NOT COMPLY WITH THE REQUIRED SPECIFICATION		COMPLY / NOT COMPLY
	confidence:	
1.13.3.1	Confined spaces	
1.13.3.2	Dark spaces	
1.13.3.3	Slippery floors	
1.13.3.4	Noisy and congested environments	
1.13.3.5	Walk on leash	
1.13.3.6	Travel in vehicles	
1.13.3.7	Climb stairs	
1.13.3.8	Not startled or scared by gunshots and loud noises	
1.13.3.9	Groups of people	
1.13.3.10	Shopping centres	
1.13.3.11	Lifts	
1.13.3.12	Operate amongst moving vehicles	
1.13.3.13	Must take a muzzle, particularly the patrol dogs	
2	SPECIFIC REQUIREMENTS (IN ADDITION TO THE GENERAL REQUIREMENTS): SNIFFER / NOSE WORK DOGS (Narcotics, Explosives, Search & Rescue, Protected Species, Biological Body Fluids, Fire Investigation, Currency, etc)	
2.1	BREEDS	
2.1.1	Belgium Shepherd Dogs: Malinois (not long haired)	
2.1.2	Doberman-Bloodhound	
2.1.3	Border Collie	
2.1.4	German Shepherd Dog (not long haired, not slanted back, no cow hocks)	
2.1.5	Bloodhound	
2.1.6	Labrador	
2.1.7	Australian Shepherd Dog	
2.1.8	Dutch Shepherd Dog	
2.1.9	Jack Russell	
2.2	When the supplier has identified the specified potential dogs that are suitable for the assessment process, the dogs must conform to the following on the day of ASSESSMENT:	
2.2.1	Dogs must be older than twelve (12) months, but not older than three (03) years (Bloodhounds must be older than eighteen (18) months).	
2.2.2	Dogs must not be afraid of gun shots and loud noises. (i.e startled, tail between the legs or hiding behind the handler)	
2.2.3	Dogs must have a high play/prey drive (high possessive retrieval drive, with excellent eye focus).	

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BRIGADIER
ACTING COMPONENT HEAD: RAPID RAIL AND POLICE EMERGENCY SERVICES
DIVISION VISIBLE POLICING AND OPERATIONS
F BOOYSEN

DATE: 2025-04-17

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SPECIFICATIONS FOR THE PROCUREMENT OF TRAINABLE WORKING DOGS: INTERNATIONAL : SAPS DOG TRAINING PROGRAMME: CONTRACT FOR THREE (3) YEARS 3052/2024

NR	REQUIREMENT	PARTICULARS OF BID
STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BIDDER COMPLY OR DO NOT COMPLY WITH THE REQUIRED SPECIFICATION		COMPLY/NOT COMPLY
2.2.4	Dogs must be able to retrieve a ball the size of a tennis ball or gong (not a squeaky toy) in flight at approximately 30m and return to the handler.	
2.2.5	Dogs must be able to retrieve a ball the size of a tennis ball or gong (not a squeaky toy) when thrown out of sight at approximately 30m and return to the handler	
2.2.6	Dogs must be able to search for and retrieve a hidden ball the size of a tennis ball or gong (not a squeaky toy).	
2.2.7	Dogs must be able to search for and retrieve a stationary hidden ball the size of a tennis ball or gong (not a squeaky toy) thrown into long grass of at least 30cm and at a distance of not less than 30m and return to the handler.	
2.2.8	Dogs must be able to conduct searches in the following:	
2.2.8.1	Containers : PVC pipes of at least 30cm in height, tyres, rims and suitcases	
2.2.8.2	The inside and outside of vehicles (including busses)	
2.2.8.3	Open areas with grass and bushes at a distance of at least 30m away from handler.	
2.2.8.4	Buildings	
2.2.8.5	Confined spaces	
2.2.8.6	Unstable platforms	
2.2.8.7	Large areas with furniture (classrooms),	
2.2.8.8	Crowded areas (people / children, etc)	
2.2.8.9	Noisy areas	
2.2.9	Focus must be excellent throughout the search process.	

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BRIGADIER
ACTING COMPONENT HEAD: RAPID RAIL AND POLICE EMERGENCY SERVICES
DIVISION VISIBLE POLICING AND OPERATIONS
F BOOYSEN

DATE: 2025-04-17

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SPECIFICATIONS FOR THE PROCUREMENT OF TRAINABLE WORKING DOGS: INTERNATIONAL : SAPS DOG TRAINING PROGRAMME: CONTRACT FOR THREE (3) YEARS 3052/2024

NR	REQUIREMENT	PARTICULARS OF BID
STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BIDDER COMPLY OR DO NOT COMPLY WITH THE REQUIRED SPECIFICATION		COMPLY/ NOT COMPLY
3	SPECIFIC REQUIREMENTS (IN ADDITION TO THE GENERAL REQUIREMENTS): PATROL DOGS	
3.1	BREEDS	
3.1.1	Belgium Shepherd Dogs: Malinois (not long haired)	
3.1.2	German Shepherd Dog (not long haired, not slanted back, no cow hocks)	
3.1.3	Rottweiler	
3.1.4	Dutch Shepherd Dog	
3.2	When the supplier has identified the specified potential dogs that are suitable for the assessment process, the dogs must conform to the following on the day of ASSESSMENT:	
3.2.1	Dogs must be between the ages of eighteen (18) months and three (3) years.	
3.2.2	Dogs must show aggression when challenged, without being nervous, startled or display hesitation while gunshots are fired.	
3.2.3	Dogs must not work in defence drive, but display a good prey or fight drive.	
3.2.4	Dogs must be able to do a full strong bite on a suit when challenged by the agitator (no mouthing, re-biting and biting with the front teeth is allowed).	
3.2.5	Dogs must be able to apprehend the agitator while running away from a distance of at least 50 meters with a full strong bite on the suit, while working independently (no mouthing, re-biting and biting with the front teeth is allowed).	
3.2.6	Dogs must be able to work independently at a distance of 50 meters away from the handler, doing an alert bark with the agitator in a cage in the bush and open area (no training/ agitating equipment in the cage). The handler may only approach once the dog alerts with a bark at the cage.	
3.2.7	Dogs must be able to do an independent search in a building, guard and indicate by barking (no training/ agitating equipment in the cage). The handler may only approach once the dog alerts with a bark at the cage.	


BRIGADIER
ACTING COMPONENT HEAD: RAPID RAIL AND POLICE EMERGENCY SERVICES
DIVISION VISIBLE POLICING AND OPERATIONS
F BOOYSEN

DATE: 2025-04-17

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THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

55/397P(25)

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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


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

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General Conditions of Contract

1. Definitions

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

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- 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

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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 security

- 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. Inspections, tests and analyses

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

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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

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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

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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

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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

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may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation Programme (NIP)

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

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