



**DEPARTMENT: SOUTH AFRICAN POLICE SERVICE**

**REPUBLIC OF SOUTH AFRICA**

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

The Manager

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference no: 19/1/9/1/82 TV (22)

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

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

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

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

Sir / Madam

**REQUIRED BY THE SOUTH AFRICAN POLICE SERVICE**

**CLOSING TIME FOR BIDS IS 11:00 ON THE DATE AS SPECIFIED IN THE BID 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

**LEUTENANT GENERAL**  
**DIVISIONAL COMMISSIONER: SUPPLY CHAIN MANAGEMENT**  
**MFANI**

**NOTICE !!!!! NOTICE!!!!**

BID DOCUMENT MUST BE HANDED IN AND  
REGISTERED AT SECURITY OFFICE BY THE  
PERSON HANDING IN THE DOCUMENTS

**NB: ALL ITEMS MUST BE COMPLETED AND THE  
TENDER WILL BE AWARDED PER PROVINCE**

**BY ORDER OF: DIVISIONAL COMMISSIONER  
SUPPLY CHAIN MANAGEMENT**

**CLOSING DATE: 2023/02/13 @ 11:00**

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## BID DOCUMENT CHECKLIST

BID NO: 19/1/9/1/82 TV (21)

DESCRIPTION: COMPACTING AND DISPOSAL OF FORFEITED AND BOARDED SOUTH AFRICAN POLICE SERVICE VEHICLES FOR A PERIOD OF TWO (2) YEARS, NATIONALLY

(Mark with Yes or No)

		Procurement Office	Bidder	Bid Management
NO.	REQUIREMENTS			
1	Central Supplier Database Profile	x		
2	SBD forms 1 and 4	x		
3	Pricing Schedule	x		
4	Profit Margin	x		
5	Special Requirements and Conditions	x		
6	SBD form 6.1	x		
7	Specification	x		

BIDDER:

\_\_\_\_\_  
NAME IN PRINT

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

BID MANAGEMENT:

\_\_\_\_\_  
NAME IN PRINT

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

X = REQUIRED

YES = SUBMITTED / RECEIVED

NO = NOT SUBMITTED / NOT RECEIVED



# PLEASE NOTE

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BID NO: 19/1/9/1/82 TV (21)  
CLOSING TIME: 11:00 ON 2023/02/13

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

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

**NOTED BY THE BIDDER:**

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

.....  
**DATE**



## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN POLICE SERVICE</b>					
BID NUMBER:	19/1/9/1/82 TV (22)	CLOSING DATE:	2023-02-13	CLOSING TIME:	11:00
DESCRIPTION	COMPACTING AND DISPOSAL OF FORFEITED AND BOARDED SOUTH AFRICAN POLICE SERVICE VEHICLES FOR A PERIOD OF TWO (2) YEARS: NATIONALLY				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:</b>  DIVISIONAL COMMISSIONER SUPPLY CHAIN MANAGEMENT SOUTH AFRICAN POLICE SERVICE 117 CRESWELL ROAD SILVERTON PRETORIA 0184			<b>BID RESPONSE DOCUMENTS MAY BE POSTED TO:</b>  DIVISIONAL COMMISSIONER SUPPLY CHAIN MANAGEMENT SOUTH AFRICAN POLICE SERVICE PRIVATE BAG X254 PRETORIA 0001		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS VERIFICATION		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
		<input type="checkbox"/> No			<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR		
			NAME:		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B 3 BELOW ]
SIGNATURE OF BIDDER	.....	DATE:	.....
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:		ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	POLICE	POLICE	
CONTACT PERSON	COLONEL TN MALEKA	COLONEL TN MALEKA	
TELEPHONE NUMBER	012 841 7354	012 841 7354	
FACSIMILE NUMBER			
E-MAIL ADDRESS	malekat@saps.gov.za	malekat@saps.gov.za	

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>								
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED DATE AND TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. THE BID BOX IS GENERALLY OPEN 24 HOURS A DAY, 7 DAYS A WEEK.</p> <p>1.3. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED).</p> <p>1.4. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.6. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>								
<b>2. TAX COMPLIANCE REQUIREMENTS</b>								
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>								
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>								
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 30%; text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							

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



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

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

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



**SPECIAL CONDITIONS OF CONTRACT**

**BID NUMBER: 19/1/9/1/82TV (22)**

**COMPACTING AND DISPOSAL OF FORFEITED AND BOARDED OF SOUTH  
AFRICAN POLICE SERVICE VEHICLES FOR A PERIOD OF TWO (2) YEARS:**

**NATIONALLY**

**TO**

**CLOSING DATE : 2023-02-13**

**DATE 2022-12-14 @ 11h00**

**BID VALIDITY PERIOD: 90 DAYS**



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## 1. ABBREVIATIONS

BAC: Bid Adjudication Committee

B-BBEE: Broad-Based Black Economic Empowerment

CPA: Contract Price Adjustment

ISO: International Organisation for Standardisation

QC: Quality Control

ROE: Rate of Exchange

SABS: South African Bureau of Standards

SANAS: South African National Accreditation System

SBD: Standard Bidding Document

STATS SA: Statistics South Africa

VAT: Value- Added Tax

**2. BID DOCUMENT CHECK LIST**

NO.	DOCUMENT NAME	YES	NO
1	SBD 1 Invitation to bid		
2	Central Supplier Database Report		
3	SBD 4 Declaration of interest		
4	SBD 6 (1): Preference Points Claimed (BBBEE)		
5	Special Conditions of Contract		
6	General Conditions of Contract		
7	Local Economic Development document		
8	Cost components document		
9	Certified BBBEE Certificate or original valid sworn affidavit		





### 3. SECTION A

#### 3.1 SCOPE

The South African Police Service requires prospective bidders to submit bids for the compacting and disposal of forfeited and boarded SAPS vehicles to the South African Police Service, Nationally for a period of two (02) years in accordance with specification 2799/22

#### 3.2 LEGISLATIVE AND REGULATORY FRAMEWORK

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

#### 3.3 BID INFORMATION/BRIEFING SESSION

No briefing session will be held.

#### 3.4 EVALUATION CRITERIA

The evaluation process will be conducted in phases as follows:

Phase 1	Phase 2	Phase 3
<b>Mandatory and other bid requirements</b>	<b>Technical Compliance</b>	<b>Price and B-BBEE</b>
Compliance with mandatory and other bid requirements. SBD forms must be completed and signed.	Compliance to technical requirements	Bid evaluated in terms of the 80/20 preference system

**ADMINISTRATIVE BID REQUIREMENTS**

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

<b>ADMINISTRATIVE DOCUMENTS - NAME OF THE DOCUMENT THAT MUST BE SUBMITTED</b>	
Invitation to Bid – SBD 1	<b>YES</b> – Please complete and sign the supplied form
Preference Point Claim Form <b><u>SBD 6.1</u></b>	<b>YES</b> – Generally, non-submission will lead to a zero score for B-BBEE.
General Conditions of Contract	<b>YES</b> – Bidders <b><u>must only familiarise</u></b> themselves with the content of the document
Special Conditions of Contract	<b>YES</b> - Bidders must sign acknowledgement that they <b><u>familiarise</u></b> themselves with the content of the document
Cost components	<b>YES</b> – Please submit the completed cost component breakdown as per example in the Special Conditions of Contract.

**3.4.1 PHASE 1: MANDATORY REQUIREMENTS****RETURNABLE DOCUMENTS AND MANDATORY REQUIREMENTS**

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

Pricing Schedule	<b>YES</b> – Please complete the price schedule with the bid at the closing date and time. <b><u>Please “take” note that lead times (Delivery period) should be completed</u></b>
Declaration of Interest – SBD 4	<b>YES</b> – Please complete and sign the supplied form.



Tax Clearance Requirements	<b>YES</b> – The <u>CSD</u> and the <u>tax status pin</u> are the approved method that will be utilized to verify tax compliance.
Central Supplier Database registration	<b>YES</b> – Please submit CSD registration number or CSD report to prove registration.
Valid second hand goods certificate issued by the SAPS	<b>YES</b> _ The bidder must submit the certificate on the closing date of the bid
Valid waste transport Certificate issued by Department of Agriculture	<b>YES</b> _ The bidder must submit the certificate on the closing date of the bid
Authorisation Declaration	<b>YES</b> – Bidders sourcing products from a third party must submit the authorisation declaration letter of the third party.

### 3.4.2 PHASE 2: TECHNICAL COMPLIANCE

This phase entails the evaluation of bids for technical compliance.

#### **South African National Standards and/or Private Specifications**

- a) Items must comply with standards and/or specifications as per South African Police Service

**Spec 2799\22** included in the bid document.

### 3.4.3 PHASE 3: PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT

In terms of Preferential Regulation 2017 Regulation 4 stipulates that “If an organ of State decides to apply criteria to advance certain designated groups, that organ of state must advertise the tender with specific tendering condition that only one or more of the following tenderers may respond. For the purpose of this specific bid, bidders who meet the following undermentioned requirements will be considered”.

A bidder having a stipulated minimum B-BBEE status level of contributor – Level 1-5.

#### **a. Preference Point System**

In terms of regulation 6 of the Preferential Procurement Regulations 2017





pertaining to the Preferential Policy Framework Act, 2000 (Act 5 of 2000) responsive bids will be adjudicated on the 80/20 preference point system in terms of which points are awarded to Bidders on the basis of:

The bid price (maximum 80 points)

B-BBEE (maximum 20 points)

**b. Alternative formulae**

**The following formula will be used to calculate the points for price:**

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

Where

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

$P_t$  = Price of bid under consideration and

$P_{\max}$  = Price of highest acceptable bid.

**c. A maximum of 20 points may be allocated to a bidder for attaining its B-BBEE status level of contribution in accordance with the table below:**

B-BBEE Status level of contribution	Number of Points(80/20System)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant Contributor	0

Bids will be evaluated in terms of the bidder highest in price.



### **3.5 VALUE ADDED TAX**

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

### **3.6 PRICING STRUCTURE AND SCHEDULE**

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

### **3.7 OTHER LEGISLATIVE AND REGULATORY REQUIREMENTS SPECIFIC TO THIS BID**

#### **3.7.1 AUTHORISATION DECLARATION/ LETTER FROM THE MANUFACTURER**

Any bidder the actual manufacturer and will be sourcing goods or services from another company must submit an unconditional letter from the company(ies) or supplier(s) confirming supply arrangement(s) in this regard, which has to accompany the bid at the closing date and time of bid. The said company or supplier must:

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

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



The South African Police Service reserves the right to verify any information supplied by the bidder in the Authorisation Declaration and should the information be found to be false or incorrect, the South African Police Service will exercise any of the remedies available to it in the bid documents. No agreement between the bidder and the third party will be binding on the South African Police Service.

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

### **3.7.2 RESPONSIVE FIELDS**

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

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

### **3.8 TAX COMPLIANCE REQUIREMENTS**

It is a condition of this bid that the tax matters of a successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.

It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted;

Bidders are required to be registered on the Central Supplier Database and the South African Police Service shall verify the bidder's tax compliance status through the Central Supplier Database.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database

The South African Police Service will not award a bid to any bidder whose tax matters are not in order





### 3.9 FORMAT AND SUBMISSION OF BIDS

- a) In order to simplify the evaluation process, Bidders are required to submit their bids on hard copy in the following manner: -

SECTION	REQUIRED DOCUMENTS
Section 1	Standard bidding documents (SBD 1, SBD 3.1 or 3.2 or 3.3, SBD 4, SBD 6.1 and CSD report
Section 2	BBBEE Certificate or certified copy thereof or original valid sworn affidavit in the case of a QSE or EME
Section 3	Authorisation Declaration and item list

### 3.10 LATE BIDS

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

### 3.11 COUNTER CONDITIONS

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

### 3.12 FRONTING

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

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





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

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

### 3.13 SUPPLIER DUE DILIGENCE

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

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

### 3.14 COMMUNICATION

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

Any communication to any other government official or a person acting in an advisory capacity for the South African Police Service in respect of this bid between the closing date and the award of the bid by the bidder is discouraged. All communication between the bidder and the SAPS: Procurement Management MGP & Services must be done in writing.

### 3.15 BID ENQUIRIES

Bidders must note that **no** telephonic enquiries shall be made to the South African Police Service. Enquiries shall be made in writing to the **Section Commander: Tactical Equipment, Vehicles and General Procurement, Colonel TN Maleka: @MalekaT@saps.gov.za**

To allow the South African Police Service sufficient time to respond to enquiries,



Bidders shall note that no enquiries made later than seven (7) working days ahead of the closing date and time of the bid will be entertained by SAPS.

#### **4. SECTION B**

##### **4.1 CONTRACT PERIOD**

The contract period shall be for a period of two (2) years.

##### **4.2 RIGHT OF AWARD**

The **South African Police Service** reserves its following rights:-

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

##### **4.3 MULTIPLE AWARD**

The South African Police Service reserves the right to award the same item to more than one supplier to address product availability and compatibility. Due





diligence will be applied to ensure that pricing is affordable, market related and aligned to end-user requirements.

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

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

#### **4.4 NEGOTIATIONS**

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

#### **4.5 QUALITY**

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

#### **4.6 DELIVERY AND QUANTITIES**

##### **4.6.1 DELIVERY BASIS**

Firm lead times for delivery must be quoted for the duration of the contract period and quantities are not guaranteed. Transit and storage conditions applicable to the relevant products must be adhered to.

### **5. SECTION C**

#### **5.1 ROLES AND RESPONSIBILITIES**

##### **5.1.1 CONTRACT ADMINISTRATION**

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

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



Contractors must advise the SAPS Contract Management immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished to the Section Head Bid Management: Supply Chain Management: SAPS/ – email: [SmitJ@saps.gov.za](mailto:SmitJ@saps.gov.za) and Tel: (012) 841 7119

## **5.2 SUPPLIER PERFORMANCE MANAGEMENT**

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

## **5.3 QUALITY ADHERANCE**

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

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

## **5.4 POST-AWARD PRODUCT COMPLIANCE PROCEDURES**

The following post-award product compliance procedures will apply:

### **5.4.1 QUALITY ADHERANCE**

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

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

## **5.5 GENERAL**

The South African Police Service reserves the right to negotiate amended contract prices at any stage prior to the final notification to end users.





**5.6. CONTRACT WITH SUB-CONTRACTOR OR OTHER MANUFACTURER**

Once the successful bidder has entered into a contract with a subcontractor or manufacturer, such subcontractor or manufacturer cannot be replaced by another sub-contractor or manufacturer without the written prior approval of the South African Police Service.

**5.7. ABILITY OF BIDDERS**

The ability of bidders to carry out a contract successfully will be taken into account fully during the consideration of bids. This includes, where necessary, an investigation of the bidder's financial position, previous contracts carried out, availability of skills and knowledge, existing workload, after sales services, if applicable, visits to point of manufacture, etc.

**5.8. BREACH OF CONTRACT**

The South African Police Service reserves the right to terminate the contract(s) if the contractor does not honour contract(s) obligations including submission of information.

**5.9 CONTACT DETAILS**

South African Police Service  
Section Head: Contract Management  
117 Cresswell Road  
Silverton  
0184

**BID COLLECTION**

SPAC B Muthula  
Tel: 012-841 7204  
Fax: 012-8417482  
[muthulabilly@saps.gov.za](mailto:muthulabilly@saps.gov.za)

**5.10. CONTENTS OF SPECIAL CONDITIONS**

I/ we, the undersigned, hereby declare that I/ we have read and understand the above and agree to be bound by the stated terms and conditions.

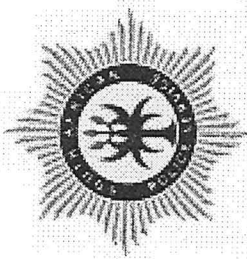
NAME OF BIDDER: .....



NAME OF CONTACT PERSON: .....

CAPACITY: .....

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



South African Police Service

Request for Bid : 0000003195

Report Run By: Victor Mpshane (0529154-2)  
Date: 12/14/2022 09:12:42

SAPS Bid No.

19-1-9-1-82TV(22)

Document No:

0000003195

Description:

COMPACTING AND DISPOSAL OF FORFEITED AND  
BOARDED SOUTH AFRICAN POLICE SERVICE  
VEHICLES FOR A PERIOD OF TWO (2) YEARS:  
NATIONALLY

Currency:

ZAR

Closing Date:

2023/02/13 11:00:00

Status:

Published

No Supplier Selected, or the default contact person is  
not set

Company Name:

Attention:

Tel No:

Fax No:

Cell No:

Email:

## PRICING SCHEDULE

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
GROUP 1	EASTERN CAPE PROVINCE				
Line Comment					
		Lead Time	Quantity Required	Quantity Available	Unit Cost (Incl VAT)
Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
9825T05050426	COMPACTING AND DISPOSAL OF BOARDED SAPS VEHICLES AND VEHICLES FORFEITED TO THE STATE (SAPS 13 VEHICLES) IN ACCORDANCE WITH SAPS SPECIFICATION NUMBER 2799/14, PRICING FOR 0-20 TONS OF COMPACTED METAL	EASTERN CAPE PROVINCE		KILOGRAM	
Line Comment					
		Lead Time	Quantity Required	Quantity Available	Unit Cost (Incl VAT)
			1		
Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
9825T05050427	COMPACTING AND DISPOSAL OF BOARDED SAPS VEHICLES AND VEHICLES FORFEITED TO THE STATE (SAPS 13 VEHICLES) IN ACCORDANCE WITH SAPS SPECIFICATION N NUMBER 2799/14, PRICING FOR MORE THAN 20 TONS OF COMPACTED METAL	EASTERN CAPE PROVINCE		KILOGRAM	
Line Comment					
		Lead Time	Quantity Required	Quantity Available	Unit Cost (Incl VAT)
			1		
Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required



FREE STATE PROVINCE		Line Comment		Lead Time	Quantity Required	Quantity Available	Unit Cost (Incl VAT)
Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required	Unit Cost (Incl VAT)	
9825T05050426	COMPACTING AND DISPOSAL OF BOARDED SAPS VEHICLES AND VEHICLES FORFEITED TO THE STATE (SAPS 13 VEHICLES) IN ACCORDANCE WITH SAPS SPECIFICATION NUMBER 2799/14, PRICING FOR 0-20 TONS OF COMPACTED METAL	FREE STATE PROVINCE		KILOGRAM			
Line Comment		Lead Time	Quantity Required	Quantity Available	Unit Cost (Incl VAT)		
			1				
Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required	Unit Cost (Incl VAT)	
9825T05050427	COMPACTING AND DISPOSAL OF BOARDED SAPS VEHICLES AND VEHICLES FORFEITED TO THE STATE (SAPS 13 VEHICLES) IN ACCORDANCE WITH SAPS SPECIFICATION N NUMBER 2799/14, PRICING FOR MORE THAN 20 TONS OF COMPACTED METAL	FREE STATE PROVINCE		KILOGRAM			
Line Comment		Lead Time	Quantity Required	Quantity Available	Unit Cost (Incl VAT)		
			1				
Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required	Unit Cost (Incl VAT)	
GROUP 3	GAUTENG PROVINCE						
Line Comment		Lead Time	Quantity Required	Quantity Available	Unit Cost (Incl VAT)		
Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required	Unit Cost (Incl VAT)	

W0

9825T05050426	COMPACTING AND DISPOSAL OF BOARDED SAPS VEHICLES AND VEHICLES FORFEITED TO THE STATE (SAPS 13 VEHICLES) IN ACCORDANCE WITH SAPS SPECIFICATION NUMBER 2799/14, PRICING FOR 0-20 TONS OF COMPACTED METAL				GAUTENG PROVINCE	KILOGRAM		
Line Comment		Lead Time	Quantity Required	Quantity Available	Unit Cost (Incl VAT)			
			1					
Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required			
9825T05050427	COMPACTING AND DISPOSAL OF BOARDED SAPS VEHICLES AND VEHICLES FORFEITED TO THE STATE (SAPS 13 VEHICLES) IN ACCORDANCE WITH SAPS SPECIFICATION N NUMBER 2799/14, PRICING FOR MORE THAN 20 TONS OF COMPACTED METAL	GAUTENG PROVINCE		KILOGRAM				
Line Comment		Lead Time	Quantity Required	Quantity Available	Unit Cost (Incl VAT)			
			1					
Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required			
GROUP 4	KWAZULU NATAL PROVINCE							
Line Comment		Lead Time	Quantity Required	Quantity Available	Unit Cost (Incl VAT)			
Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required			
9825T05050426	COMPACTING AND DISPOSAL OF BOARDED SAPS VEHICLES AND VEHICLES FORFEITED TO THE STATE (SAPS 13 VEHICLES) IN ACCORDANCE WITH SAPS SPECIFICATION NUMBER 2799/14, PRICING FOR 0-20 TONS OF COMPACTED METAL	KWAZULU NATAL PROVINCE		KILOGRAM				
Line Comment		Lead Time	Quantity Required	Quantity Available	Unit Cost (Incl VAT)			
			1					

W

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
9825T05050427	COMPACTING AND DISPOSAL OF BOARDED SAPS VEHICLES AND VEHICLES FORFEITED TO THE STATE (SAPS 13 VEHICLES) IN ACCORDANCE WITH SAPS SPECIFICATIO N NUMBER 2799/14, PRICING FOR MORE THAN 20 TONS OF COMPACTED METAL	KWAZULU NATAL PROVINCE		KILOGRAM	
Line Comment					
		Lead Time	Quantity Required	Quantity Available	Unit Cost (Incl VAT)
			1		

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
GROUP 5	LIMPOPO PROVINCE				
Line Comment					
		Lead Time	Quantity Required	Quantity Available	Unit Cost (Incl VAT)

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
9825T05050426	COMPACTING AND DISPOSAL OF BOARDED SAPS VEHICLES AND VEHICLES FORFEITED TO THE STATE (SAPS 13 VEHICLES) IN ACCORDANCE WITH SAPS SPECIFICATION NUMBER 2799/14, PRICING FOR 0-20 TONS OF COMPACTED METAL	LIMPOPO PROVINCE		KILOGRAM	
Line Comment					
		Lead Time	Quantity Required	Quantity Available	Unit Cost (Incl VAT)
			1		

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
9825T05050427	COMPACTING AND DISPOSAL OF BOARDED SAPS VEHICLES AND VEHICLES FORFEITED TO THE STATE (SAPS 13 VEHICLES) IN ACCORDANCE WITH SAPS SPECIFICATIO N NUMBER 2799/14, PRICING FOR MORE THAN 20 TONS OF COMPACTED METAL	LIMPOPO PROVINCE		KILOGRAM	
Line Comment					
		Lead Time	Quantity Required	Quantity Available	Unit Cost (Incl VAT)

WZ

Item Code		Item Description		Consumer		Delivery Point		Purchase Unit of Measure		Date Required	
GROUP 6		MPUMALANGA PROVINCE									
Line Comment											
Item Code		Item Description		Consumer		Delivery Point		Purchase Unit of Measure		Date Required	
9825T05050426		COMPACTING AND DISPOSAL OF BOARDED SAPS VEHICLES AND VEHICLES FORFEITED TO THE STATE (SAPS 13 VEHICLES) IN ACCORDANCE WITH SAPS SPECIFICATION NUMBER 2799/14, PRICING FOR 0-20 TONS OF COMPACTED METAL		MPUMALANGA PROVINCE				KILOGRAM			
Line Comment											
Item Code		Item Description		Consumer		Delivery Point		Purchase Unit of Measure		Date Required	
9825T05050427		COMPACTING AND DISPOSAL OF BOARDED SAPS VEHICLES AND VEHICLES FORFEITED TO THE STATE (SAPS 13 VEHICLES) IN ACCORDANCE WITH SAPS SPECIFICATIO N NUMBER 2799/14, PRICING FOR MORE THAN 20 TONS OF COMPACTED METAL		MPUMALANGA PROVINCE				KILOGRAM			
Line Comment											
Item Code		Item Description		Consumer		Delivery Point		Purchase Unit of Measure		Date Required	
GROUP 7		NORTHERN CAPE PROVINCE									
Line Comment											



Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
9825T05050426	COMPACTING AND DISPOSAL OF BOARDED SAPS VEHICLES AND VEHICLES FORFEITED TO THE STATE (SAPS 13 VEHICLES) IN ACCORDANCE WITH SAPS SPECIFICATION NUMBER 2799/14, PRICING FOR 0-20 TONS OF COMPACTED METAL	NORTHERN CAPE PROVINCE		KILOGRAM	
Line Comment					
		Lead Time	Quantity Required	Quantity Available	Unit Cost (Incl VAT)
			1		

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
9825T05050427	COMPACTING AND DISPOSAL OF BOARDED SAPS VEHICLES AND VEHICLES FORFEITED TO THE STATE (SAPS 13 VEHICLES) IN ACCORDANCE WITH SAPS SPECIFICATIO N NUMBER 2799/14, PRICING FOR MORE THAN 20 TONS OF COMPACTED METAL	NORTHERN CAPE PROVINCE		KILOGRAM	
Line Comment					
		Lead Time	Quantity Required	Quantity Available	Unit Cost (Incl VAT)
			1		

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
GROUP 8	NORTH WEST PROVINCES				
Line Comment					
		Lead Time	Quantity Required	Quantity Available	Unit Cost (Incl VAT)

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
9825T05050426	COMPACTING AND DISPOSAL OF BOARDED SAPS VEHICLES AND VEHICLES FORFEITED TO THE STATE (SAPS 13 VEHICLES) IN ACCORDANCE WITH SAPS SPECIFICATION NUMBER 2799/14, PRICING FOR 0-20 TONS OF COMPACTED METAL	NORTH WEST PROVINCE		KILOGRAM	

W4

Line Comment		Lead Time	Quantity Required	Quantity Available	Unit Cost (Incl VAT)
			1		

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
9825T05050427	COMPACTING AND DISPOSAL OF BOARDED SAPS VEHICLES AND VEHICLES FORFEITED TO THE STATE (SAPS 13 VEHICLES) IN ACCORDANCE WITH SAPS SPECIFICATIO N NUMBER 2799/14, PRICING FOR MORE THAN 20 TONS OF COMPACTED METAL	NORTH WEST PROVINCE		KILOGRAM	
Line Comment		Lead Time	Quantity Required	Quantity Available	Unit Cost (Incl VAT)
			1		

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
GROUP 9	WESTERN CAPE PROVINCE				
Line Comment		Lead Time	Quantity Required	Quantity Available	Unit Cost (Incl VAT)

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
9825T05050426	COMPACTING AND DISPOSAL OF BOARDED SAPS VEHICLES AND VEHICLES FORFEITED TO THE STATE (SAPS 13 VEHICLES) IN ACCORDANCE WITH SAPS SPECIFICATION NUMBER 2799/14, PRICING FOR 0-20 TONS OF COMPACTED METAL	WESTERN CAPE PROVINCE		KILOGRAM	
Line Comment		Lead Time	Quantity Required	Quantity Available	Unit Cost (Incl VAT)
			1		

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required

9825T05050427	MANUFACTURING AND DISPOSAL OF BOARDED SAPS VEHICLES AND VEHICLES FORFEITED TO THE STATE (SAPS 13 VEHICLES) IN ACCORDANCE WITH SAPS SPECIFICATION N NUMBER 2799/14, PRICING FOR MORE THAN 20 TONS OF COMPACTED METAL	WESTERN CAPE PROVINCE	KILOGRAM		
Line Comment		Lead Time	Quantity Required	Quantity Available	Unit Cost (Incl VAT)
			1		



Questionnaires

THE 80/20 QUESTIONNAIRE EVALUATION TEMPLATE V2

Please provide your BBBEE level from the possible list provided in the dropdown :

<input type="checkbox"/>	Level 1 (100 Points Scored or More)
<input type="checkbox"/>	Level 2 (85 to 100 Points Scored)
<input type="checkbox"/>	Level 3 (75 to 84 Points Scored)
<input type="checkbox"/>	Level 4 (65 to 74 Points Scored)
<input type="checkbox"/>	Level 5 (55 to 64 Points Scored)
<input type="checkbox"/>	Level 6 (45 to 54 Points Scored)
<input type="checkbox"/>	Level 7 (40 to 44 Points Scored)
<input type="checkbox"/>	Level 8 (30 to 39 Points Scored)
<input type="checkbox"/>	Non Compliant

ITEM LEVEL - GENERAL QUESTIONNAIRE

Kindly state the Brand and Model offered

Kindly state the Country of origin

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	<input type="radio"/> YES <input type="radio"/> NO
If not to specification, indicate deviation(s)	
	<div><div></div><div></div></div>
Are the DELIVERY CHARGES fixed and firm?	<input type="radio"/> YES <input type="radio"/> NO
NOTE: ALL DELIVERY COSTS MUST BE INCLUDED IN THE BID PRICES FOR DELIVERY AT THE PRESCRIBED DESTINATIONS. Did you submit a delivered price, i.e. All delivery costs included in the price offered.	
Have forms SBD1, SDB4, SBD6.1, SBD 8 and SBD 9 been completed and signed?	<input type="radio"/> YES <input type="radio"/> NO
Kindly indicate the profit margin (before tax) applied to the item	<input type="radio"/> YES <input type="radio"/> NO

Attachment Description	Attachment File Name
	COVER PAGE OF BID 82TV.pdf
	NOTICE 82TV COMPACTING.docx
	BID DOC CHECKLIST 82TV COMPACTING.docx
	LOGO COVER PAGE FOR BIDS 82TV COMPACTING.doc
	SBD 1 COMPACTING 82TV.docx
	CSD FORM.docx
	SPECIAL CONDITIONS 82TV (22).pdf
	NEW SBD 4 (2022).pdf
	SBD 6 1 in terms of PPR 2017 docx 8020.docx
	SPECIAL CONDITIONS 82TV (22).pdf
	NEW GCC JULY 2010 (2).pdf

W8

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of institution	State

- 2.2 Do you, or any person connected with the bidder, have a relationship

---

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



SBD4

with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....  
 .....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

I, \_\_\_\_\_ the \_\_\_\_\_ undersigned,  
 (name)..... in  
 submitting the accompanying bid, do hereby make the following  
 statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SBD4

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

## 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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to **exceed/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 or 90/10 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:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- $P_s$  = Points scored for price of bid under consideration
- $P_t$  = Price of bid under consideration
- $P_{\min}$  = 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:



B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

## 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 10 or 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)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>

Black people who are military veterans		
OR		
Any EME		
Any QSE		

**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
- [TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

- ☐ Manufacturer
  - ☐ Supplier
  - ☐ Professional service provider
  - ☐ Other service providers, e.g. transporter, etc.
- [TICK 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-BBE 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 .....

.....

.....

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**SPECIFICATION FOR THE COMPACTING AND DISPOSAL OF  
FORFEITED AND BOARDED SAPS VEHICLES**

**SPEC 2799/22**

**2022-07-07**

**REV. 016**

NR	REQUIREMENT	PARTICULARS OF BID
		STATE
	STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BID COMPLY OR DO NOT COMPLY WITH THE REQUIREMENT OF THE SPECIFICATION	COMPLY OR DO NOT COMPLY

1.	<b><u>GENERAL</u></b>	
1.1	The South African Police Service requires the Compacting and Disposal of Boarded SAPS vehicles, vehicles designated for compacting and vehicles forfeited to the State.	.....
1.2	Plants (premises) and all other related accommodation of the bidder including scrapping procedures should comply fully with NATIONAL ENVIRONMENTAL MANAGEMENT: WASTE ACT, 2008 (Act No. 59 of 2008): NATIONAL STANDARDS FOR THE SCRAPPING OR RECOVERY OF MOTOR VEHICLES.	.....
1.3	The disposal of hazardous material which include and not limited to, waste oil, filters, brake pads, tyres, parts containing mercury, refrigerants, lead, batteries and any other part made of or containing hazardous substances must be done according to NEMA Act stated in paragraph 1.2.	.....
1.4	The contractor must submit proof of safe disposal certificates of scrap metals and hazardous waste as stated in paragraph 1.3 to the relevant SAPS compacting officer.	.....
1.5	The contractor must comply with all relevant acts, local authorities laws and by- laws.	.....

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**SPECIFICATION FOR THE COMPACTING AND DISPOSAL OF  
FORFEITED AND BOARDED SAPS VEHICLES**

**SPEC 2799/22**

**2022-07-07**

**REV. 016**

NR	REQUIREMENT	PARTICULARS OF BID
		STATE
	STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BID COMPLY OR DO NOT COMPLY WITH THE REQUIREMENT OF THE SPECIFICATION	COMPLY OR DO NOT COMPLY

2.	<b><u>REQUIREMENT</u></b>	
2.1	Compacting, complete destruction and disposal of vehicles.	.....
2.2	The service is applicable in the following Provinces: <ul style="list-style-type: none"> <li>- SCM Head Office - Silverton</li> <li>- Gauteng</li> <li>- Kwazulu Natal</li> <li>- Limpopo</li> <li>- Mpumalanga</li> <li>- North West</li> <li>- Western Cape</li> <li>- Northern Cape</li> <li>- Eastern Cape</li> <li>- Free State</li> </ul>	
3.	<b><u>SPECIFICATION</u></b>	
3.1	<u>Removal of hazardous fuel from the vehicles</u>	
3.1.1	The removal of hazardous fuel (petrol, diesel, engine oil, differential oil, brake fluid, hydraulic fluid) from the vehicles must be done by the bidder prior to compacting commencing and must be placed in sealable containers supplied by the bidder and be removed from the compacting site within 48 hours. The used fuel and oil remains the property of the bidder.	.....

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## SPECIFICATION FOR THE COMPACTING AND DISPOSAL OF FORFEITED AND BOARDED SAPS VEHICLES

SPEC 2799/22

2022-07-07

REV. 016

NR	REQUIREMENT	PARTICULARS OF BID
		STATE
	STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BID COMPLY OR DO NOT COMPLY WITH THE REQUIREMENT OF THE SPECIFICATION	COMPLY OR DO NOT COMPLY

3.1.2	The removal of all sealed hazardous fuel containers from the site shall be done before the actual compacting of the vehicles take place.	.....
3.2	<u>Batteries</u>	
3.2.1	All available batteries are the property of the bidder and shall be removed from the vehicles and from the site by the bidder before the compacting takes place.	.....
3.3	<u>Removal of tyres from the vehicles</u>	
3.3.1	The removal of brake pads, tyres and rims from the vehicles must be done by the contractor on site, prior to the actual compacting of the vehicles take place and not be compacted with the vehicle. These tyres become the property of the contractor.	.....
3.4	<u>Site Clearance</u>	
3.4.1	The SAPS SHE representative of the Disposal Unit or SAPS Garage must be present when the sites are handed over from and to the SAPS to ensure that all Safety Health Environment (SHE) and Occupational Health and Safety (OHS) (Act 85 of 1993) requirements are complied with.	.....
3.4.2	The compacting site shall be deep cleaned of all materials that are deposited after the vehicles have been compacted and the site must be left in a neat, clean as well as a waste free area without oil spillages.	.....

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**SPECIFICATION FOR THE COMPACTING AND DISPOSAL OF  
FORFEITED AND BOARDED SAPS VEHICLES**

**SPEC 2799/22**

**2022-07-07**

**REV. 016**

NR	REQUIREMENT	PARTICULARS OF BID
		STATE
	STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BID COMPLY OR DO NOT COMPLY WITH THE REQUIREMENT OF THE SPECIFICATION	COMPLY OR DO NOT COMPLY

3.4.3	The bidder shall undertake that in the event of any damages to the premises resulting from work done, the bidder shall rectify the damages immediately to its original state and to the satisfaction of the SAPS.	.....
3.4.4	Should the bidder fail to act immediately after notification of damages, the SAPS will rectify the damages at will and the cost thereof will be recovered from the bidder.	.....
3.5	<u>Machinery (Mobile Balers )</u>	
3.5.1	Mobile balers (compacting machines) must be available at the various sites and must be able to compact vehicles into a non-usable and unrecognisable state. (No bulldozing of vehicles).	.....
3.5.2	The contractor must provide proof of ownership of mobile balers and the quantity there of.	.....
3.5.3	The bidder shall be responsible for regular maintenance and proper functioning of all machinery used to compact the vehicles. <b>If a compacter breaks down and cannot be repaired on site, a replacement compacting machine must be on site within 48 hours.</b>	.....
3.5.4	No SAPS equipment (eg. Forklifts ect) to be utilized at compacting sites. For the duration of the compacting the bidder shall ensure that a licenced forklift driver and a 5 ton forklift with two meter extension forks are available. The bidder shall supply all relevant equipment.	.....

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## SPECIFICATION FOR THE COMPACTING AND DISPOSAL OF FORFEITED AND BOARDED SAPS VEHICLES

SPEC 2799/22

2022-07-07

REV. 016

NR	REQUIREMENT	PARTICULARS OF BID
		STATE
	STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BID COMPLY OR DO NOT COMPLY WITH THE REQUIREMENT OF THE SPECIFICATION	COMPLY OR DO NOT COMPLY

3.5.5	The bidder shall utilise machinery that is able to compact and destroy all standard types of vehicles in the SAPS fleet excluding trucks and busses.	.....
3.5.6	The Trucks and Busses must be cut into smaller pieces before or during the compacting. No cutting after compacting will be allowed.	.....
3.5.7	Engines and gearboxes from vehicles, trucks and busses shall be compacted on site and must be in a non-usable state.	.....
3.5.8	The bidder must submit a certificate indicating the Kilopascal (KPA) (unit of pressure) for each mobile baler (compacting machine) to be used, before the commencement of the compacting can take place.	.....
3.6	<u>Cost to the bidder</u>	
3.6.1	The bidder shall be responsible for all costs relating to the compacting of vehicles, transportation of bales, sorting of metals, weighbridge fees, disposal of waste and non-recyclables including cleaning of the premises.	.....
3.7	<u>Delivery and removal of commodities</u>	
3.7.1	The bidder shall at his/her own expense transport the compacter to and from the site and remove the bales after 50% of the available space on the compacting site has been used.	.....



**SPECIFICATION FOR THE COMPACTING AND DISPOSAL OF  
FORFEITED AND BOARDED SAPS VEHICLES**

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**SPEC 2799/22**

**2022-07-07**

**REV. 016**

NR	REQUIREMENT	PARTICULARS OF BID
		STATE
	STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BID COMPLY OR DO NOT COMPLY WITH THE REQUIREMENT OF THE SPECIFICATION	COMPLY OR DO NOT COMPLY

3.7.2	The bidder shall undertake that the loading of any commodity is done at a time that is suitable for the SAPS personnel on the site and through entrances designated by SAPS personnel as to comply with rules and regulations of the premises.	.....
3.8	<u>Compacting and destruction of vehicles</u>	
3.8.1	The bidder shall compact a minimum of 20 vehicles per day. A minimum of 30 or more vehicles must be available on site for compacting to commence.	.....
3.8.2	The Bidder must submit their pricing schedule per Kg as stipulated in the pricing schedule in the bid.	.....
3.8.3	Components and spare parts of vehicles shall under no circumstances be removed from the vehicles for compacting except for the disposal of hazardous material which include and not limited to, waste oil, filters, brake pads, tyres, parts containing mercury, refrigerants, lead, batteries and any other part made of or containing hazardous substances.	.....
3.8.4	The bidder shall ensure that all vehicles, parts and accessories of vehicles are to be grouped together and compacted in the presence of a commissioned officer who shall complete a certificate to the effect that the vehicles, parts or accessories in question were compacted in his/her presence.	.....
3.8.5	The pressure applied by the compacting balers, must be of adequate strength to destroy the vehicles engine block.	.....

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**SPECIFICATION FOR THE COMPACTING AND DISPOSAL OF  
FORFEITED AND BOARDED SAPS VEHICLES**

**SPEC 2799/22**

**2022-07-07**

**REV. 016**

NR	REQUIREMENT	PARTICULARS OF BID
		STATE
	STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BID COMPLY OR DO NOT COMPLY WITH THE REQUIREMENT OF THE SPECIFICATION	COMPLY OR DO NOT COMPLY

3.8.6	The removal of compacted vehicles and compacted loose parts shall be done within 48 hours after compacting.	.....
3.8.7	The payment to the SAPS for every compacting session must be made within seven (7) working days.	.....
3.8.8	Late or non- payment will be dealt by the penalty clause as reflected in GCC (General Conditions of Contract).	.....
3.9	<u>Submission of documentation by the Bidder</u>	
3.9.1	All relevant documentation including weighbridge tickets, disposal certificates, delivery notes as well as all the relevant signatories of the police personnel shall be furnished by the bidder in both electronic and hard copy format after weighbridge prior to payment in terms of paragraph 3.7.7 supra. An designated SAPS employee must accompany the bidder to the site where the bales are weighed.	.....
3.10	<u>Determination of mass of commodities</u>	
3.10.1	The SAPS must be compensated for the weight of the compacted material as per Kg where applicable.	.....
3.10.2	An SABS approved and assized weighbridge shall be utilised for the purpose of weighing all compacted vehicles and SAP13 stores loose items such as load bin, engine, gearboxes etc.	.....

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**SPECIFICATION FOR THE COMPACTING AND DISPOSAL OF  
FORFEITED AND BOARDED SAPS VEHICLES**

**SPEC 2799/22**

**2022-07-07**

**REV. 016**

NR	REQUIREMENT	PARTICULARS OF BID
		STATE
	STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BID COMPLY OR DO NOT COMPLY WITH THE REQUIREMENT OF THE SPECIFICATION	COMPLY OR DO NOT COMPLY

3.10.3	Details of each weighbridge transaction shall be submitted to the SAPS (officer on duty for compacting) for reconciliation purposes.	.....
3.10.4	A variance not exceeding 5% of the weight recorded at the weighbridge shall be acceptable as arising from calibration and waste.	.....
3.10.5	Where the variance between the two weighbridge readings is greater than 5% (notwithstanding the 15% waste deduction) the parties agree that the amount to be used to determine the charge out every compacting of the load collected by the bidder will be 95% of the weight recorded on the bidder's weighbridge.	.....
3.10.6	The bidders reconciled weighbridge slip per load shall be evidence of each load removed and shall be used to determine the total of each load collected by the bidder.	.....
3.10.7	The bidder must ensure that calibration certificates of weighbridge facility as per South African National Standard 1649:2011 (SANS 1649:2011) are submitted once a year to the SAPS. The certificate must be issued by South African National System (SANAS) accredited company.	.....
3.10.8	Compacted loose items such as gearboxes, engines, canopies, doors etc. (including SAP 13 store related vehicle items), must be weighed and charged per kilogram (Kg) where applicable.	.....

**SPECIFICATION FOR THE COMPACTING AND DISPOSAL OF  
FORFEITED AND BOARDED SAPS VEHICLES**

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**SPEC 2799/22**

**2022-07-07**

**REV. 016**

NR	REQUIREMENT	PARTICULARS OF BID
		STATE
STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BID COMPLY OR DO NOT COMPLY WITH THE REQUIREMENT OF THE SPECIFICATION		COMPLY OR DO NOT COMPLY

3.11	<u>Time frames of compacting</u>	
3.11.1	The bidder shall comply with the specified dates and times of compacting given by the various compacting sites within the provinces.	.....
3.12	<u>Acceptance of Bid</u>	
3.12.1	The SAPS reserves the right to award the Bid per province for different suppliers.	.....

*A Fourie*  
**BRIGADIER**  
**SECTION HEAD: SCM HEAD OFFICE**  
**A FOURIE**  
**DATE: 2022-10-05**

*A A Botha*  
**BRIGADIER**  
**SECTION HEAD: TRANSPORT MANAGEMENT**  
**A A BOTHA**  
**DATE: 2022-10-04**



# LIST OF PHYSICAL ADDRESSES: COMPACTING SITES: NATIONALLY

## HEAD OFFICE

AUCTION SITE/VEHICLE POUND	ADDRESS
Supply Chain Management Head Office Silverton Auction Centre	Moreletta Road Silverton Pretoria

## GAUTENG PROVINCE

AUCTION SITE/VEHICLE POUND	ADDRESS
Soweto VISS SAP 13 Vehicles	Corner of Volta Street K43 Road Lenasia
Johannesburg VISS SAP 13 Vehicles	41 Guy Gibsons Avenue Aeroton
Van Rhyn Deep	42 Woodpacker Street Mackensie Park Benoni
Vereeniging VISS SAP 13 Vehicles	Houtkop Road Durcanville Vereeniging
Johannesburg Garage	1 Colinder Road Diepkloof
Pretoria VISS SAP 13 Vehicles	Corner Staal and Bessemer Street PTA WEST

## FREE - STATE PROVINCE

AUCTION SITE/VEHICLE POUND	ADDRESS
Bethlehem	Rooi Berg Street 4 Industrial Area BETHLEHEM
Bloemfontein	24 George Lubbe Street BLOEMFONTEIN 9300
Ladybrand	20 Erasmus Street LADYBRAND 9745
Kroonstad	5 Church Street KROONSTAD
Welkom	83 Jan Hofmeyer Street WELKOM
Ficksburg SAPS 13 Camp	1 Einde Street FICKSBURG
Phuthaditjhaba	Old Logistic Building Mandela Park PHUTHADITJHABA

**MPUMALANGA PROVINCE**

<b>AUCTION SITE/VEHICLE POUND</b>	<b>ADDRESS</b>
White River VISS	6 Waterfall Street <b>RIVERSIDE INDUSTRIAL AREA</b>
Komatipoort VISS	1 Airport Road <b>KOMATIPOORT</b>
Middelburg Camp	21A Joubert Street, <b>MIDDELBURG</b>
Witbank	1 Corner of Louise Street and <b>OR TAMBO STREET</b>
Standerton SAPS	69 Chad Cilliers Street <b>STANDERTON</b>
Ermelo	6-7 Dr Nicol Drive <b>ERMELO</b>
SAPS Kwamhlanga	Solomom <b>MAHLANGA DRIVE</b> <b>KWAMHLANGA</b>
SAPS Siyabuswa	No 2141 Masakhane Street Siyabuswa next to <b>TOTAL GARAGE</b>
Secunda	1 Steenkamp Street <b>SECUNDA</b>

**KWAZULU NATAL PROVINCE**

<b>AUCTION SITE/VEHICLE POUND</b>	<b>ADDRESS</b>
VISS Durban Prospection	27 Refinery Road <b>ISIPINGO BEACH</b>
VISS Port Shepstone	Lot 142 Old Izotsha Marburg <b>PORT SHEPSTONE</b>
VISS Pietmaritzburg	10 Yaborough Road <b>MKONDENI</b>
VISS Kokstad	Strachan Street Topcamp <b>KOKSTAD</b>
Ladysmith SAP 13 Camp	C/o Devon Farm Durban Road <b>LADYSMITH</b>
Jozini SAPS Garage	Road P449 Jozini
Richardsbay Police Garage	124 Alumina Allee Alton <b>RICHARDSBAY</b>
Vryheid SAP 13 Camp	Heeren Street <b>VRYHEID</b>
New Castle SAP 13 Camp	76 Allen Street <b>CENTRAL NEWCASTLE</b>
Eshowe SAPS Garage	73-79 Main Street Eshowe
Ulundi SAPS Garage	King Mpande Street Ulundi

**NORTH WEST PROVINCE**

<b>AUCTION SITE/VEHICLE POUND</b>	<b>ADDRESS</b>
Klerksdorp VISS Unit	22 Radium Street
Rooigrond SCM	Devondale Road <b>MAFIKENG</b>
Rustenburg SAPS 13	94 Beyers Naudé Street
Lehurutse Police Station	Mangope Highway Road
Huhudi Support Service	2098 Mosiapo Street <b>VRYBURG</b>

**WESTERN CAPE PROVINCE**

<b>AUCTION SITE/VEHICLE POUND</b>	<b>ADDRESS</b>
Maitland Salvage Camp	14 Jan Smuts Drive <b>PINELAND</b>
Oudtshoorn VISS Unit	SAPS College Park Road South <b>OUTDSHOORN</b>
Bellville VISS Unit Stikland SAPS 13	Corner of Labella & Watt Street <b>BELLVILLE</b>
Cape Town Central VISS SAP 13	5 Osborn Street <b>BELLVILLE SOUTH</b>
Stellenbosch SAP 13	Old Helshoogte Road <b>STELLENBOSCH</b>

**LIMPOPO PROVINCE**

<b>AUCTION SITE/VEHICLE POUND</b>	<b>ADDRESS</b>
Modimolle	20 Kroep Street <b>MODIMOLLE</b> (Next to old SAPS Canteen)
Vhembe	44 Makwarela Street (Next to training centre)
Tzaneen	10 Aglimoon Street New Industrial Area <b>TZANEEN</b>
Polokwane	Factory No 28 Dillou Street Industrial Site <b>SESHEGO</b>

**NORTHERN CAPE PROVINCE**

<b>AUCTION SITE/VEHICLE POUND</b>	<b>ADDRESS</b>
Kimberley	6 Fabrica Road <b>KIMBERLEY</b>
Kimberley	Haddison Street <b>KIMBERLEY</b>
Upington	114 Schreuder Street <b>UPINGTON</b>
Kuruman	14 Voortrekker Street <b>KURUMAN</b>
De Aar	20 Schreiner Street <b>DE AAR</b>
Springbok	4 Kooperberg Street <b>SPRINGBOK</b>

**EASTERN CAPE PROVINCE**

<b>AUCTION SITE/VEHICLE POUND</b>	<b>ADDRESS</b>
Aliwal North	Aliwal North SAPS Garage Greystreet <b>ALIWAL NORTH</b>
Bisho	Bisho SAPS Garage <b>On premises of Training College</b>
Cradock	Cradock VISS Middelburg Road <b>CRADOCK</b>
East London	East London VSU Military Base, Military Road, Woodbrook <b>EAST LONDON</b>
Grahamstown	Grahamstown VISS Rautenbach Road, Industria <b>GRAHAMSTOWN</b>
Mthatha	Mthatha VISS R61 Towards <b>ENGCOBO</b>
Port Elizabeth	Newton Park VSU Mowbray Street <b>NEWTONPARK PE</b>
Port Elizabeth (SAPS 13 vehicles only)	CCU Struandale Shatterprufe Road, Struandale <b>PORT ELIZABETH</b>
Queenstown	Queenstown VISS Jupiter Street, Military Base <b>QUEENSTOWN</b>
Uitenhage (SAPS 13 Vehicles Only)	Uitenhage VISS 21 Sellick Street <b>UITENHAGE</b>



**LIST OF PHYSICAL ADDRESSES: COMPACTING SITES:  
NATIONALLY**

**HEAD OFFICE**

<b>AUCTION SITE/VEHICLE POUND</b>	<b>ADDRESS</b>
Supply Chain Management Head Office Silverton Auction Centre	Moreletta Road Silverton Pretoria

**GAUTENG PROVINCE**

<b>AUCTION SITE/VEHICLE POUND</b>	<b>ADDRESS</b>
Soweto VISS SAP 13 Vehicles	Corner of Volta Street K43 Road Lenasia
Johannesburg VISS SAP 13 Vehicles	41 Guy Gibsons Avenue Aeroton
Van Rhyndeep	42 Woodpacker Street Mackensie Park Benoni
Vereeniging VISS SAP 13 Vehicles	Houtkop Road Duncanville Vereeniging
Johannesburg Garage	1 Colinder Road Diepkloof
Pretoria VISS SAP 13 Vehicles	Corner Staal and Bessemer Street PTA WEST

**FREE - STATE PROVINCE**

<b>AUCTION SITE/VEHICLE POUND</b>	<b>ADDRESS</b>
Bethlehem	Rooi Berg Street 4 Industrial Area BETHLEHEM
Bloemfontein	24 George Lubbe Street BLOEMFONTEIN 9300
Ladybrand	20 Erasmus Street LADYBRAND 9745
Kroonstad	5 Church Street KROONSTAD
Welkom	83 Jan Hofmeyer Street WELKOM
Ficksburg SAPS 13 Camp	1 Einde Street FICKSBURG
Phuthaditjhaba	Old Logistic Building Mandela Park PHUTHADITJHABA

**MPUMALANGA PROVINCE**

<b>AUCTION SITE/VEHICLE POUND</b>	<b>ADDRESS</b>
White River VISS	6 Waterfall Street <b>RIVERSIDE INDUSTRIAL AREA</b>
Komatipoort VISS	1 Airport Road <b>KOMATIPOORT</b>
Middelburg Camp	21A Joubert Street, <b>MIDDELBURG</b>
Witbank	1 Corner of Louise Street and <b>OR TAMBO STREET</b>
Standerton SAPS	69 Chad Cilliers Street <b>STANDERTON</b>
Ermelo	6-7 Dr Nicol Drive <b>ERMELO</b>
SAPS Kwamhlanga	Solomom <b>MAHLANGA DRIVE</b> <b>KWAMHLANGA</b>
SAPS Siyabuswa	No 2141 Masakhane Street Siyabuswa next to <b>TOTAL GARAGE</b>
Secunda	1 Steenkamp Street <b>SECUNDA</b>

**KWAZULU NATAL PROVINCE**

<b>AUCTION SITE/VEHICLE POUND</b>	<b>ADDRESS</b>
VISS Durban Prospection	27 Refinery Road <b>ISIPINGO BEACH</b>
VISS Port Shepstone	Lot 142 Old Izotsha Marburg. <b>PORT SHEPSTONE</b>
VISS Pietmaritzburg	10 Yaborough Road <b>MKONDENI</b>
VISS Kokstad	Strachan Street Topcamp <b>KOKSTAD</b>
Ladysmith SAP 13 Camp	C/o Devon Farm Durban Road <b>LADYSMITH</b>
Jozini SAPS Garage	Road P449 Jozini
Richardsbay Police Garage	124 Alumina Allee Alton <b>RICHARDSBAY</b>
Vryheid SAP 13 Camp	Heeren Street <b>VRYHEID</b>
New Castle SAP 13 Camp	76 Allen Street <b>CENTRAL NEWCASTLE</b>
Eshowe SAPS Garage	73-79 Main Street Eshowe
Ulundi SAPS Garage	King Mpande Street Ulundi

**NORTH WEST PROVINCE**

<b>AUCTION SITE/VEHICLE POUND</b>	<b>ADDRESS</b>
Klerksdorp VISS Unit	22 Radium Street
Rooigrond SCM	Devondale Road <b>MAFIKENG</b>
Rustenburg SAPS 13	94 Beyers Naudé Street
Lehurutse Police Station	Mangope Highway Road
Huhudi Support Service	2098 Mosiapo Street <b>VRYBURG</b>

**WESTERN CAPE PROVINCE**

<b>AUCTION SITE/VEHICLE POUND</b>	<b>ADDRESS</b>
Maitland Salvage Camp	14 Jan Smuts Drive <b>PINELAND</b>
Oudtshoorn VISS Unit	SAPS College Park Road South <b>OUDTSHOORN</b>
Bellville VISS Unit Stikland SAPS 13	Corner of Labella & Watt Street <b>BELLVILLE</b>
Cape Town Central VISS SAP 13	5 Osborn Street <b>BELLVILLE SOUTH</b>
Stellenbosch SAP 13	Old Helshoogte Road <b>STELLENBOSCH</b>

**LIMPOPO PROVINCE**

<b>AUCTION SITE/VEHICLE POUND</b>	<b>ADDRESS</b>
Modimolle	20 Kroep Street <b>MODIMOLLE (Next to old SAPS Canteen)</b>
Vhembe	44 Makwarela Street (Next to training centre)
Tzaneen	10 Aglimoon Street New Industrial Area <b>TZANEEN</b>
Polokwane	Factory No 28 Dillou Street Industrial Site <b>SESHEGO</b>

**NORTHERN CAPE PROVINCE**

<b>AUCTION SITE/VEHICLE POUND</b>	<b>ADDRESS</b>
Kimberley	6 Fabrica Road <b>KIMBERLEY</b>
Kimberley	Haddison Street <b>KIMBERLEY</b>
Upington	114 Schreuder Street <b>UPINGTON</b>
Kuruman	14 Voortrekker Street <b>KURUMAN</b>
De Aar	20 Schreiner Street <b>DE AAR</b>
Springbok	4 Kooperberg Street <b>SPRINGBOK</b>

**EASTERN CAPE PROVINCE**

<b>AUCTION SITE/VEHICLE POUND</b>	<b>ADDRESS</b>
Aliwal North	Aliwal North SAPS Garage Greystreet <b>ALIWAL NORTH</b>
Bisho	Bisho SAPS Garage <b>On premises of Training College</b>
Cradock	Cradock VISS Middelburg Road <b>CRADOCK</b>
East London	East London VSU Military Base, Military Road, Woodbrook <b>EAST LONDON</b>
Grahamstown	Grahamstown VISS Rautenbach Road, Industria <b>GRAHAMSTOWN</b>
Mthatha	Mthatha VISS R61 Towards <b>ENGCOBO</b>
Port Elizabeth	Newton Park VSU Mowbray Street <b>NEWTONPARK PE</b>
Port Elizabeth (SAPS 13 vehicles only)	CCU Struandale Shatterprufe Road, Struandale <b>PORT ELIZABETH</b>
Queenstown	Queenstown VISS Jupiter Street, Military Base <b>QUEENSTOWN</b>
Uitenhage (SAPS 13 Vehicles Only)	Uitenhage VISS 21 Sellick Street <b>UITENHAGE</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.

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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 RSA.

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



- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## 2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## 3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## 4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

## 5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## 6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

## 7. Performance

- 7.1 Within thirty (30) days of receipt of the notification of contract award,

## security

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

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

**8. Inspections,  
tests and  
analyses**

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

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

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

#### **9. Packing**

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

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

#### **10. Delivery and documents**

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

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

#### **11. Insurance**

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

#### **12. Transportation**

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

#### **13. Incidental services**

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

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

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

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

#### 14. Spare parts

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

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

#### 15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

#### 16. Payment

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

#### 17. Prices

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

#### 18. Contract amendments

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

#### 19. Assignment

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

#### 20. Subcontracts

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

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

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



available.

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

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

## 22. Penalties

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

## 23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

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

## 25. Force Majeure

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

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

## 26. Termination for insolvency

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

## 27. Settlement of Disputes

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

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

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

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

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

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

## 28. Limitation of liability

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

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

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

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

Js General Conditions of Contract (revised July 2010)