



DEPARTMENT: SOUTH AFRICAN POLICE SERVICE

REPUBLIC OF SOUTH AFRICA

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

The Manager

Reference no: 19/1/9/1/139 TR (22)

Date: _____

Enquiries: _____

Tel no: _____

Fax no: _____

Sir / Madam

REQUIRED BY THE SOUTH AFRICAN POLICE SERVICE

CLOSING TIME AND DATE FOR BIDS IS 11:00 on the date as specified in the document

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

- ! The conditions contained in the attached annexures apply.
- ! The bid must be submitted in a sealed envelope with the name and address of the bidder with the bid number closing date indicated on the envelope. The cover or envelope must not contain documents relating to any bid other than that shown on the cover or envelope.
- ! ***Bids submitted per mail must be sent per registered mail. The Bid must still reach this office before the closing date and time. Failure to do so will invalidate the bid.***
- ! The bid will be valid for a period of **90** days after the closing date.
- ! The attached forms/annexures, if completed in detail and returned, will form part of your bid.

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

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

Yours faithfully


Colonel
E.S. STRYDOM
Procurement: MCP & Services

COLONEL

ACTING SECTION HEAD: PROCUREMENT MANAGEMENT

ES STRYDOM

2023-03-17

01/139TR(22)

PLEASE NOTE



BID NO: 19/1/9/1/139 TR (22)

CLOSING TIME: ON 2023-03-27 at 11:00

IT IS ESSENTIAL THAT THE FOLLOWING BID DOCUMENT AND RELEVANT ATTACHMENTS BE COMPLETED IN FULL.

FAILURE TO COMPLETE ANY PART OF THE BID WILL INVALIDATE YOUR BID DOCUMENT

02/139TR (22)



BID DOCUMENT CHECKLIST

BID NO: 19/1/9/1/139 TR (22)

DESCRIPTION: SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR A PERIOD OF TWO (02) YEARS: DIVISION: TECHNOLOGY MANAGEMENT SERVICE

(Mark with Yes or No)

		Procurement Office	Bidder	Bid Management
NO.	REQUIREMENTS			
1	SBD forms (1, 4 and 6.1,)	X		
2	SBD5 (if the threshold exceeds R10 mil)	X		
3	Pricing Schedule	X		
4	Central Supplier Database (CSD)	x		
5	General Conditions of a contract.	x		
6	Special Requirements and Conditions of the Bid	X		
7	Bid 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

03/1341R (22)

NOTICE !!!! NOTICE

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

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

04/1391R (22)

NOTICE!!!!!! NOTICE!!!!!!

**ALL BID DOCUMENTS MUST BE HANDED IN
AND REGISTERED AT SECURITY OFFICE BY
THE PERSON HANDING IN THE DOCUMENTS
AT 117 CRESSWELL ROAD SILVERTON,
PRETORIA SCM: ON OR BEFORE 2023-03-27
BY 11:00 AM**

**PLEASE TAKE NOTE THAT A COMPULSORY
BRIEFING SESSION WILL BE HELD AT**

**VENUE: DIV: SUPPLY CHAIN MANAGEMENT
NO 117 CRESSWELL ROAD, SILVERTON,
PRETORIA NEXT TO MESS**

**DOOR CLOSING TIME IS EXACTLY 10:00 NO
LATE COMMER WILL BE ACCEPTED**

DATE: 2023-03-14

TIME: 10:00

OS/139TR(22)

PART A INVITATION TO BID

1. YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN POLICE SERVICE							
BID NUMBER:		19/1/9/1/139TR (22)		CLOSING DATE: 2023-03-27		CLOSING TIME: 11:00	
DESCRIPTION: SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR A PERIOD OF TWO (02) YEARS. DIVISION: TECHNOLOGY MANAGEMENT SERVICES							
2. BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:				3. BID RESPONSE DOCUMENTS MAY BE POSTED TO:			
DIVISIONAL COMMISSIONER SUPPLY CHAIN MANAGEMENT SOUTH AFRICAN POLICE SERVICE 117 CRESWELL ROAD SILVERTON PRETORIA 0184				DIVISIONAL COMMISSIONER SUPPLY CHAIN MANAGEMENT SOUTH AFRICAN POLICE SERVICE PRIVATE BAG X254 PRETORIA 0001			
4. BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:				5. TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON				CONTACT PERSON			
TELEPHONE NUMBER				TELEPHONE NUMBER			
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS				E-MAIL ADDRESS			
6. SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:			OR	CENTRAL SUPPLIER DATABASE NUMBER:	MAAA	
CENTRAL SUPPLIER DATABASE REGISTRATION REPORT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No						
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 A:8]		
8. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES		<input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES		<input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES		<input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES		<input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES		<input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.							

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PART B TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION:
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	THE BID BOX IS GENERALLY OPEN 24 HOURS A DAY, 7 DAYS A WEEK.
1.3.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
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).
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.
1.6.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.7.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2.	TAX COMPLIANCE REQUIREMENTS
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3.	GENERAL
3.1	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

07/1391R(22)

OFFICE USE ONLY

<u>RFQ/Tender received on</u>		<u>Reason for rejection:</u>	
Accepted		Rejected	

Supplier Number in POLFIN	
Supplier Number in CSD	

SUPPLIER INFORMATION

Are you a NEW supplier?	YES	KINDLY REGISTER ON NATIONAL TREASURY CSD: WWW.CSD.GOV.ZA AND OBTAIN A CSD SUPPLIER NUMBER
Are you an EXISTING Supplier?	YES	KINDLY PROVIDE YOUR CSD AND POLFIN SUPPLIER NUMBER
Supplier Number in CSD		
Unique registration supplier no: CSD		
Supplier Number in POLFIN		

C. CHECKLIST OF DOCUMENTS A		CROSS REFERENCE	YES	NO	N/A
1)	Copy of Business entity's Registration Documents i.e. CK2 form	Approved on CSD			
•	For Close Corporations – a copy of the CIPRO report showing the directors/owners/members of the cc				
•	For Pty Ltd – a copy of the CIPRO report as well as a copy of the shareholders agreement or a letter from your auditors confirming the shareholding of the company				
•	Copy of shareholders/members certificates / agreements				
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			
7.1	B-BBEE original/Certify copy attached				
8.	Applicable certificate for work to be executed according to the tender/quotation attached.				

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SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/139TR (22)

SPECIAL CONDITIONS OF CONTRACT

BID NUMBER: 19/1/9/1/139 TR (22)

**FOR THE SUPPLY, DELIVERY AND PRODUCT TRAINING FOR
TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS
FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS
FOR A PERIOD OF TWO (02) YEARS: DIVISION: TECHNOLOGY
MANAGEMENT SERVICES**

CLOSING DATE AND TIME OF BID:

DATE @ 11h00

BID VALIDITY PERIOD: 90 DAYS

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SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/139TR (22)

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1. ABBREVIATIONS

BAC: Bid Adjudication Committee

CPA: Contract Price Adjustment

ISO: International Organisation for Standardisation

QC: Quality Control

ROE: Rate of Exchange

SABS: South African Bureau of Standards

SBD: Standard Bidding Document

STATS SA: Statistics South Africa

VAT: Value- Added Tax

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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 5		
5	SBD 6 (1): Specific Goals		
6	Price Schedule		
7	Special Conditions of Contract		
8	General Conditions of Contract		
9	Samples		
10	Mandatory documents		

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3. SCOPE

The South African Police Service requires prospective suppliers to submit bids for the supply, delivery and product training for terrestrial trunked (tetra) portable terminals for Gauteng, Eastern Cape and other SAPS divisions for a period of two (02) years and shall commence on the date of signature of the contract by both parties

4. SECTION A

4.1 LEGISLATIVE AND REGULATORY FRAMEWORK

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

4.2 BID INFORMATION/BRIEFING SESSION

A compulsory briefing session will be held at Division Supply Chain Management (address) on 2023-03-14: Div: Supply Chain Management Officers Hall: 117 Cresswell Road Silverton (date) 2023-03-14 at 10:00 (time)

4.3 EVALUATION CRITERIA

The evaluation process will be conducted in phases as follows:

Phase 1	Phase 2	Phase 3	Phase 4
Administrative Bid Requirements	Mandatory and other bid requirements	Site visit ,Due diligence and Sample	Price and Specific Goals
Compliance with Mandatory and Administrative	Compliance with mandatory and other bid	Site visit and Due diligence at bidder's premises	Bids evaluated in



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/139TR (22)

Bid requirements. SBD forms must be completed and signed.	requirements. SBD forms must be completed and signed.	and SAPS. Samples will be requested from shortlisted bidders at a later stage.	terms of the 80/20 preference system
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4.2.1 PHASE 1: ADMINISTRATIVE AND MANDATORY BID REQUIREMENTS

4.2.1.1 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**.

ADMINISTRATIVE DOCUMENTS - NAME OF THE DOCUMENT THAT MUST BE SUBMITTED	
Invitation to Bid – SBD 1	YES – Please complete and sign the supplied form
Declaration of Interest – SBD 4	YES – Please complete and sign the supplied form.
Preference Point Claim Form SBD 6.1	YES – Generally, non-submission will lead to a zero score for Specific Goals
SBD 5 National Industrial Participation Program	YES – (if above R10 million)
General Conditions of Contract	NO – Bidders <u>must only familiarise</u> themselves with the content of the document
Cost components	YES – Please submit the completed cost component breakdown as per example in the Special Conditions of Contract.
Special Conditions of Contract	YES - Bidders <u>must sign acknowledgement</u> that they <u>familiarise</u> themselves with the content of the document

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4.2.2 PHASE 2: 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	YES – Please complete the price in the pricing schedule on the closing date and time. Please take note that lead times may be regarded as administrative and maybe requested if not completed.
Tax Clearance Requirements	YES – The CSD and the tax status pin are the approved method that will be utilized to verify tax compliance.
Specification	YES – The bidder must indicate in writing with a Comply or Not Comply . Failure to comply with the specification will invalidate your bid.
Samples	YES – A complete sample including Radio, antenna, battery, battery charger, belt clip, Programming software and programming cable or kit of the radio terminals that the bidder intends to offer will be requested from shortlisted Bidders at a later stage . The sample shall include the following: Complete Tetra Portable radio with a complete kit or accessories. All accessories to ensure a full working samples shall be submitted.
TETRA INTEROPERABILITY PROFILE (TIP) Certificate	YES - The radio offered shall comply with the requirements of an International Independent Test facility. The bidder shall provide proof of a TIP Certificate for compliance of this product to operate on the TETRA open standard protocol . The bidder shall provide a TIP Certificate to indicate to which TETRA manufacture's infrastructure the radio interfaces.
TIP Certificate of Compliance	YES – Failure to submit a TIP Certificate of compliance on the closing day and time of the bid shall result in the non-acceptance of the bidder's offer. Bidders shall also note that only reports of radios that have the same model number than the one offered for this bid shall be accepted.
Certificate of Approval	YES – A certificate of approval from the Independent Communications, Authority of South Africa (ICASA) for the use of the radio equipment offered in the RSA must be submitted with the bid documents. The radio offered and model number on the ICASA Certificate must be the same. The certificate must be in the bidder's name. In the case the certificate is not in the bidders name the bidder shall attach a letter that indicate that the bidder is in agreement with



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/139TR (22)

	the company that appear on the certificate. Failure to submit this certificate of approval on time and date of bid closure, or will result in the non- acceptance of the bidder's offer.
Mandatory	YES – Bidders shall submit the qualifications for their personnel.
Compulsory Briefing Session	YES- it is Compulsory for Bidders to attended briefing session and late coming will not be accepted.
Authorisation Declaration	YES – Bidders sourcing products from a third party must submit the authorisation declaration letter of the third party.

4.2.3 PHASE 3 SITE VISIT, DUE DILIGENCE AND SAMPLE

4.2.3.1 Due Diligence, Site Visit and Samples will be conducted at the bidder's premises

4.2.3 PHASE 4: PREFERENCE POINT SYSTEM AND PRICE

PHASE 4: PREFERENCE POINT SYSTEM AND PRICE

i. **Preference points system 80/20**

a) In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the South African Police Service on the **80/20-preference** point system in terms of which points are awarded to bidders on the basis of:

The bid price (maximum 80 points) – Specific goals (maximum 20 points)

b) 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 comparative price of bid under consideration

P_t = Price of tender under consideration; and

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

c) A bidder (supplier) may claim a maximum of 20 points for specific goals, if such bidder supplier is;

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Persons historically disadvantaged on the basis of race with at least 51% ownership	5 points
Persons historically disadvantaged on the basis of gender with at least 51% ownership by woman	5 points
Persons with at least 51% ownership who are youth	5 points
Persons historically disadvantaged by unfair discrimination on the basis of disability with at least 51% ownership	5 points

- d) Bidders are required to complete the preference claim form (SBD 6.1).
- e) The points scored by a bidder in respect of the specific goals will be added to the points scored for price.
- f) Only bidders who have completed and signed the declaration part of the preference claim form will be considered for specific goals points.
- g) Failure on the part of the bidder to comply with the paragraphs above will be deemed that specific goal points are not claimed and will therefore be allocated a zero (0).
- h) The South African Police Service may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.
- i) The points scored will be rounded off to the nearest 2 decimals.
- j) In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of specific goal points.
- k) However, when functionality is part of the evaluation process and two or more bidders have scored equal points including equal specific goal points, the contract will be awarded to the bidder scoring the highest for functionality.
- l) Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
- m) A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

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.

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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.

7. 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 firm 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 firm supply arrangements have been made and 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.

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

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.

9. FORMAT AND SUBMISSION OF BIDS

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

SECTION	REQUIRED DOCUMENTS
Section 1	Standard bidding documents (SBD 1, Price Schedule, SBD 4, SBD 6.1 and CSD report)
Section 2	Authorisation Declaration and item list
Section 3	Any other information (e.g. Company profile, etc.)

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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.

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.

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.

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.

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SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/139TR (22)

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.

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.

15. CONTACT DETAILS GENERAL

Address

Bid Document Enquiries

Bid Management

Address: 117 Cresswell Street, Weavind Park, Pretoria.

Capt Paul and SPAC Muthula

Tel: (012) 841 7720/ 012 841 7204

E-mail: PaulEG@saps.gov.za

15.1 Bid Queries

Col Nyembe and Lt Col Mahlaule

E-mail: NyembeN@saps.gov.za, MahlauleG@saps.gov.za and

Manganvskm@saps.gov.za

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- 15.2 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 before the closing date and time of the bid will not be entertained.

16. SECTION B

16.1 CONTRACT PERIOD

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

16.2 RIGHT OF AWARD

The South African Police Service reserves its following rights:-

- To award the bid in part or in full;
- Not to make any award in this bid;
- Award the bid to more than one bidder for the same line item;
- Clarify further technical information from any bidder after the closing date;
- Verify information and documentation of the respective bidder;
- 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.

16.3 MULTIPLE AWARD

The South African Police Service reserves the right to award the same item to more than one supplier to address product availability and compatibility. Due diligence will be applied to ensure that pricing is affordable, market related and aligned to end-user requirements.



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

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

16.4 NEGOTIATIONS

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

16.5 QUALITY

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

16.6 DELIVERY AND QUANTITIES

16.6.1 DELIVERY BASIS

Firm lead times for delivery must be quoted for the duration of the contract period. Transit and storage conditions applicable to the relevant products must be adhered to.

16.6.2 QUANTITIES

Quantities cannot be guaranteed.

17. SECTION C

17.1 ROLES AND RESPONSIBILITIES

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17.1.1 CONTRACT ADMINISTRATION

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

The Head: Procurement and Contract Management Supply Chain Management

Private bag x 254, Pretoria, 0001,

Contractors must advise the SAPS Contract Management immediately when unforeseeable circumstances will adversely affect the execution of the contract.

Full particulars of such circumstances as well as the period of delay must be furnished to the Section Head Bid Management: Supply Chain Management: SAPS – email: SupplyChain@saps.gov.za and Tel: 012-841 7119

17.1.2 SUPPLIER PERFORMANCE MANAGEMENT

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

17.2 ORDERS AND DELIVERY

17.2.1 ORDERS

Contractors should note that the order(s) will be placed as and when required during the contract period and delivery points will be specified by the South African Police Service.

The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to and under no circumstances should the contractor deviate from the orders issued.

The South African Police Service may request that a contractor to submit a sample for approval before mass production related to that order is finalised. The cost of this sample is for the contractor.

The South African Police Service is under no obligation to accept any quantity which is in excess of the ordered quantity.

17.2.2 DELIVERY

Delivery of goods must be made in accordance with the instructions appearing on the official order forms issued by purchasing institutions.



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All deliveries or dispatches must be accompanied by a delivery note stating the official order number against which the delivery has been effected.

In respect of items awarded to them, contractors must adhere strictly to the delivery lead times quoted in their bids.

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

The successful bidder shall deliver the TETRA portable terminals offered to the Radio Technical Service of the Provinces that it is intended for.

17.3 PRODUCT ADHERANCE / BRAND CHANGE

In the event where a bidder offers a specific brand against an item and the item is subsequently awarded to the bidder, it is required of the successful bidder to continue to supply the brand awarded throughout the contract period.

In the event that the brand is discontinued and or replaced with a new model, SAPS Contract Management must be notified of such an occurrence and upon approval, an official amendment will be issued. The contractor is required to submit supporting documents from the manufacturer substantiating the changes.

It must be noted that the new brand will be required to undergo the evaluation process prior to receiving approval of the brand change issued by SAPS. The new brand must adhere to the technical specification for the item. The quality of the product must not be lower than the initial awarded product.

Furthermore, contractors are to take note that the price of the new brand should not be higher from the current contract price of the original product.

Contractors are not allowed to deliver a new brand other than the brand awarded to them prior to an approval of brand change from SAPS.

17.4 CONTRACT PRICE ADJUSTMENT

17.4.1 Formula

Prices submitted for this bid will be regarded as non-firm and subject to adjustment(s) in terms of the following formula, defined areas of cost and defined periods of time.

Applications for price adjustments must be accompanied by documentary evidence in support of any adjustment claim.

The following price adjustment formula will be applicable for calculating contract price adjustments (CPA).

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$P_a = (1-V) P_t \left(D_1 \frac{R_{1t}}{R_{1o}} + D_2 \frac{R_{2t}}{R_{2o}} + D_3 \frac{R_{3t}}{R_{3o}} + D_n \frac{R_{nt}}{R_{no}} + VP_1 \right)$		
P_a	=	The new adjusted price to be calculated
V	=	Fixed portion of the bid price (15% or 0.15)
P_t	=	Original bid price. Note that P_t must always be the original bid price and not an adjusted price
$(1-V)P_t$	=	Adjustable portion of the bid price (85% or 0.85).
$D_1 - D_n$	=	= Each factor (or percentage) of the bid price, e.g., material, labour, transport, overheads, etc. The total of the various factors (or percentages) $D_1 - D_n$ must add up to 1 (or 100%).
$R_{1t} - R_{nt}$	=	= End Index. Index figure obtained from the index at the end of each adjustment period
$R_{1o} - R_{no}$	=	Base Index. Index figure at the time of bidding.
VP_t	=	15% (or 0.15) of the original bid price. This portion of the bid price remains fixed, i.e. it is not subject to price adjustment.

17.5 FORMULA COMPONENT DEFINITIONS

17.51 Adjustable amount

The adjustable amount is the portion of the bid price which is subject to adjustment. In this bid the adjustable amount is 85% of the original bid price. For example, if the bid price is R1000, then only R850 will be subject to adjustment.

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17.5.2 Fixed portion

The fixed portion represents those costs which will not change over the adjustment period and **DOES NOT** represent the profit margin. In this bid the fixed portion is 15% of the original bid price. Using the same example as above, it would amount to R150 which will remain fixed over the contract period

17.5.3 Cost components and proportions

- a) The cost components of the contract price usually constitute the cost of materials (raw material or finished product), cost of direct labour, cost of transport and those other costs which are inclined to change. The proportions are the contribution to the contract price of each of these cost components. In this bid the following cost components will be used to calculate contract price adjustments.
- b) Bidders are requested to submit the cost breakdown of the bid price for each item with their bid. Should the cost breakdown be the same for all items on the bid, please indicate it clearly in the bid document. Successful bidders will not be allowed to change the cost breakdown of bid prices during the tenure of the contract.
- c) In a case where the same cost components are applicable to all items offered please fill out the Cost components document attached with the bid other than that cost components must be indicated on each line item when finalising pricing schedule.

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

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17.5.4 Applicable indices / references

The applicable index refers to the relevant market index, which is a true reflection of price movement(s) in the cost over time. In this bid the following indices or reference will be applicable:

Cost component	Index Publication	Index Reference
D1 – Imported Raw Material / Finished product (if applicable)	Supplier / Manufacturer invoice(s) and remittance	Documentary evidence to accompany claim.
D2 - Local Raw Material / Finished product (if applicable)	STATS SA P0142.1 (PPI) Table 1	Textiles, clothing and footwear– Clothing OR Documentary evidence to accompany claim
D3 - Labour	STATS SA P0141 (CPI), Table E OR Labour agreement ²	Table E - All Items OR Labour agreement to be provided
D4 – Transport	STATS SA P0141 (CPI) Table E	Table E - Transport – Other Running Cost
D5 – Housing and utilities	STATS SA P0141 (CPI) Table E	Table E – Housing and utilities Headline
D6 – other	Specify	Documentary evidence to accompany application

17.5.5 Base Index Date

The base index date applicable to the formula is defined as the date at which the price adjustment starts. In this bid the base index date is

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17.5.6 End Index Date

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

17.5.7 Price Adjustment Periods

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

Adjustment	CPA application to reach the office at the following dates	End Index Date	Dates from which adjusted prices will become effective
1 st Adjustment	After One year of signing the contract		Date of application of adjustment after approval was obtained

* In cases where invoices are supplied as documentary evidence, it is advised that invoices closest to the Base Index date and the End Index date be submitted. It should ideally reflect the adjustment period.

* In the absence of a labour agreement, the labour cost component will be adjusted with CPI Headline inflation.

17.6 RATES OF EXCHANGE (ROE) – BASE AND AVERAGE RATES

In the event where material and/or finished products are imported the following will apply:

The formula described above will be used and the imported cost component of the bid price (D1) will be adjusted taking into account the base RoE rate.

In the event where the RoE adjustment goes hand in hand with a material/product price increase, the material/product price (in foreign currency) will be converted to South African currency using the base rate.

The imported cost component (D1) will be adjusted together with all the other cost components Rate(s) of exchange to be used in this bid in the conversion of the bid price of the item(s) to South African currency is indicated in the table below.

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Currency	Rates of exchange 12-month average for the contract period
US Dollar	
Pound Sterling	
Euro	
Yuan	

Should the bidder make use of any other currency not mentioned above, the bidder is requested to calculate the average for the period _____ to _____ using the Reserve Bank published rates for the specific currency. Visit www.reservebank.co.za to obtain the relevant rates. Please refer to TCBD 2 (Procedure to download historical exchange rates from the Reserve Bank website) for instructions.

Contract price adjustments due to rate of exchange variations are based on average exchange rates as published by the Reserve Bank for the periods indicated hereunder:

Adjustment	Average exchange rates for the period:
1st Adjustment	First year of contract

18. GENERAL

Unless prior approval has been obtained from SAPS Contract Management, no adjustment in contract prices will be made.

Applications for price adjustment must be accompanied by documentary evidence in support of any adjustment.

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

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

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19. BREACH OF CONTRACT

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

NAME OF BIDDER:

NAME OF CONTACT PERSON:

CAPACITY:

SIGNATURE: DATE:

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South African Police Service

Request for Bid: 0000003267

Report Run By: Khensani Manganya (7218938-0)

Date: 03/07/2023 12:24:21

SAPS Bid No: 19/19/1139TR

Document No: 0000003267

Description: SUPPLY, DELIVERY AND PRODUCT TRAINING FOR
TERRETRIAL TRUNKED (TETRA) PORTABLE
TERMINALS FOR GAUTENG, EASTERN CAPE AND
OTHER SAPS DIVISIONS

Company Name:

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

Attention:

Tel No:

Currency: ZAR

Fax No:

Closing Date: 2023/03/27 11:00:00

Cell No:

Status: Published

Email:

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TRADING SCHEDULE

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
5920105012122	TRANSCEIVER, PORTABLE, UHF, 1 WATT, TETRA	TECHNOLOGY MANAGEMENT SERVICE		Each	
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
5980105019823	Tetra air interface encryption for portable * *	TECHNOLOGY MANAGEMENT SERVICE		Each	
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
6140105018922	BATTERY, TRANSCEIVER, PORTABLE, TETRA	TECHNOLOGY MANAGEMENT SERVICE		Each	
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

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61201390170184 CHARGER, BATTERY, SINGLE UNIT, GP900 PORTABLE, MOD. MTN172A

TECHNOLOGY
MANAGEMENT
SERVICE

Each

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

6999TG0091794

CLIP, BELT, TRANSCEIVER, PORTABLE, TETRA, MTN 800, PART NO
FTT6302

TECHNOLOGY
MANAGEMENT
SERVICE

Each

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

5995T050T9826

Tetra Antenna for terminal offered (both mobile and portable) * *

TECHNOLOGY
MANAGEMENT
SERVICE

Each

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

7910T05063322

USER MANUAL FOR EACH TETRA TERMINAL * *

TECHNOLOGY
MANAGEMENT
SERVICE

Each

Line Comment

Lead Time

Quantity
Required

Quantity
Available

Unit Cost (incl
VAT)

1

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Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
5520105026626	TRANSCEIVER, PORTABLE, TETRA, END TO END ENCRYPTION *	TECHNOLOGY MANAGEMENT SERVICE		Each	
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
7610105017032	MANUAL, TRAINING, TRANSCEIVER, PORTABLE * *	TECHNOLOGY MANAGEMENT SERVICE		Each	
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
7030105017832	TELE programming software, portable * *	TECHNOLOGY MANAGEMENT SERVICE		Each	
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
7610105024049	MANUAL, TRANSCEIVER, TRAINING, APCO 16, PORTABLE * *	TECHNOLOGY MANAGEMENT SERVICE		Each	
Line Comment					
		Lead Time	Quantity Required	Quantity Available	Unit Cost (incl VAT)

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Questionnaires

THE BBZD QUESTIONNAIRE EVALUATION TEMPLATE V2

Please provide your BBZEE 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 Completion

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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 interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

¹ 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.

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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 consortium² 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

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

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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

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This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1. PILLARS OF THE PROGRAMME

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

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2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

4. PROCESS TO SATISFY THE NIP OBLIGATION

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

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

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

Bid number:		Closing date:	
Name of bidder:			
Postal address:			
.....			
Signature:		Name (in print):	
Date:			

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PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 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 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

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- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender.

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

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4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

SCOPE OF REQUIREMENT

This provision is for supply, delivery and product training for TETRA Portable terminals and accessories for the South African Police Service for a period of two (2) years.

Bidders shall be responsible for the delivery of the above-mentioned radios and all additional or associated equipment as outlined in this document.

This requirement is for a two year contract period. The procurement of the radios shall take place when the bid has been successfully awarded.

DOCUMENT FORMAT

This document is divided into four sections (4) subsections viz.

1. Bid Conditions
2. General Requirements
3. General Technical Requirements
4. Price Schedule and Appendixes

IMPORTANT NOTICE

Bidders' attention is drawn to the bid conditions as specified in section 1 of this document and specifically to paragraph 1.1

Bidders shall strictly follow the guidelines as specified in this section to ensure that the completion of the bid document complies in all aspects to the requirements of the South African Police Service.

Disregarding this notice and the guidelines as specified in section 1, will result in that the South African Police Service will not consider and evaluate the bidders offer.

Bidders are also requested to complete the documents and supply all information to the best of their ability as requested by the South African Police Service.

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

DESCRIPTION		COMPLY/ DO NOT COMPLY
1.	BID CONDITIONS	STATE:
1.1	COMPLETION OF BID DOCUMENTS Bidders shall explicitly state either "Comply" or "Do not Comply" regarding all the requirements outlined in this document, except where otherwise stated. Bidders shall avoid terms such as "yes", "no", "Noted", "accepted", "as specified", "see attached letters", etc.	
1.1.1	Whenever technical parameters are specified as requirements, bidders shall state, besides the terms according to section 1.1 above, also the numerical value(s). Numerical values shall be stated in the same units as the units of the technical parameters specified.	STATE:
1.1.2	Bidders must make sure that the values specified are not in conflict with the values found in the technical documentation accompanying the bid reply.	STATE:
1.1.3	Bidders shall ensure that all clauses are answered individually. If no answer is stated against a clause, it shall be considered as non-compliance to that clause.	STATE:
1.2	COMPLETENESS OF DOCUMENTATION RECEIVED BY THE BIDDER The pages of this document are numbered in a consecutive numerical order. It shall be the bidder's responsibility to ensure that all pages of this document are received. In the event of any pages missing, any uncertainty regarding the completeness of this document, the bidder shall contact the South African Police Service, strictly by email for clarity in this regard.	STATE:

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

DESCRIPTION	COMPLY/ DO NOT COMPLY
<p>1.3 The documents shall include detailed lists of all items offered. All items that are included with the bidder's offer shall be listed separately in an APPENDIX clearly labelled APPENDIX A - PART 1, "Items included with the offer". All items that are excluded and offered as accessories shall be listed separately in another APPENDIX clearly labelled APPENDIX A - PART 2, "Items offered as options". These two appendices shall be compiled by the bidder, in a table format with the following columns:</p> <ul style="list-style-type: none"> a) Item number, b) Item name, c) Item description, d) Manufacturers name and part/code number of item, e) International ICN code if available, f) Quantity of the item, g) Item price including VAT, and h) Total price including VAT. <p>These appendices shall be thoroughly and accurately completed.</p>	STATE:
<p>1.4 COMPANY PROFILE – APPENDIX B</p> <p>1.4.1 The Bidder shall provide an overview of its profile and services offered. Documents to this effect shall be submitted with the Bid documents.</p>	STATE:
<p>1.5 TECHNOLOGY</p> <p>The Bidder shall ensure that the Portable radio offered is of the latest technology and the latest available model and software release. The SA Police Service reserves the right to procure the latest and newest technology releases.</p>	STATE:
<p>1.6 INDEMNIFICATION</p> <p>The South African Police Service will not be responsible for any costs resulting in damage done to the equipment offered during testing or evaluation according to this specification.</p>	STATE:
<p>1.7 CONFIGURATION OF BID REPLY</p> <p>Offers submitted by a bidder shall be neatly bound in a file folder, complete with an index page to enable the South African Police Service to ensure that all information was received.</p>	STATE:
<p>1.7.1 Offers submitted shall include at least the following:</p> <p>The completed technical specification with the accompanying Bid documents.</p>	STATE:

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

DESCRIPTION		COMPLY/ DO NOT COMPLY
1.7.2	Appendices A", and "B completed by the bidder.	STATE:
1.7.3	<p>All additions to the bid document, i.e. Price list, Brochures, Spare parts list etc. shall be neatly bound in the file folder and these additions shall be indicated on the index page as Appendices. Each additional document and/or list shall be listed separately in the index.</p> <p>Any loose pages or brochures submitted, not bound as stated above will not be accepted by the South African Police Service.</p>	STATE:
1.7.4	<p>Bidders shall be notified by email to collect their sample(s) as mentioned above after adjudication period. Samples must be collected within one (1) month after this notification.</p> <p>The sample of the successful bidder shall stay in possession of the SAPS for the first year of the contract. This is needed to ensure that the final product is identical to the sample offered to the SAPS for adjudication.</p>	STATE:
1.7.5	The South African Police Service reserves the right to dispose of any sample or samples in any way they deemed fit, one (1) month after notification.	STATE:
GENERAL REQUIREMENTS		
2.1	SCOPE OF REQUIREMENT	STATE:
2.1.1	A reliable and robust, TETRA Portable terminal is required by the South African Police Service (SAPS).	
2.1.2	The radio shall be constructed in such a way that repairs to modular level shall be easily performed.	STATE:
2.1.3	The radio shall be offered with all the necessary accessories as a complete unit.	STATE:
2.1.4	The radio shall fully comply with the requirements of this specification.	STATE:
2.1.5	Bidders shall offer a 1-5 Watt TETRA portable with GPS capability and end to end encryption.	STATE:

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

DESCRIPTION		COMPLY/ DO NOT COMPLY
2.1.6	The accessories needed for the portable radio are the following;	STATE:
2.1.6.1	Antenna	
2.1.6.2	Two (2) standard Batteries	
2.1.6.3	Battery Charger able to do rapid charging and battery recycling	
2.1.6.4	Belt clip 50mm wide	
2.1.6.5	Programming software for portable radio and if required accessories like dongle or taqto.	
2.1.6.6	Programming kit	
2.2	IDENTIFICATION	STATE:
2.2.1	The radio shall be fitted with labels indicating at least the manufacturers' name or trademark, model number and unique serial number. These labels shall be permanently attached to the radio.	
2.2.2	The serial number shall also be reproduced inside the radio in an inconspicuous position and included in the read-only memory in the radio, readable via the manufacturers programming software.	STATE:
2.3	TIME SCHEDULE	STATE:
2.3.1	It is a requirement of this Bid that delivery shall commence not later than eight (8) weeks after an official order has been received by the successful bidder and that the pre-delivery inspection shall be finalised within six (6) weeks after the official order has been received.	
2.3.2	Non-compliance to the above-mentioned delivery date will result in the enforcement of penalties in terms of paragraph 22 of General Conditions of contract.	STATE:
2.4	DOCUMENTATION	STATE:
2.4.1	The TETRA portable terminal and additional equipment shall be thoroughly and accurately documented. Photostat copies of originals are unacceptable and the documentation shall be in at least the English language. Documentation shall be printed on high quality paper.	
2.4.2	All equipment and software supplied shall be accompanied by a user manual. This manual shall fully describe all functions, controls and indicators/ displays, including those supplied which is not necessarily part of this specification.	STATE:

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

DISCRIPTION		COMPLY/DO NOT COMPLY
2.4.3	The TETRA portable terminal offered including all additional equipment shall be supported by a full set of technical information, to assist South African Police Service Technical Personnel in the evaluation stage of the bid. This technical information shall also allow the South African Police Service to maintain the TETRA portable terminal offered.	STATE:
2.4.4	The technical information shall include at least the following:	STATE:
2.4.4.1	Detailed technical specification.	
2.4.4.2	Detailed circuit diagrams and PC Board layouts.	STATE:
2.4.4.3	A detailed technical description of the operation of the TETRA portable terminal offered.	STATE:
2.4.4.4	A complete list of components, including manufacturers part numbers, component numbers and descriptions. International ICN codes for components shall be included, if available.	STATE:
2.4.4.5	A recommended spare parts list shall be included by the bidder.	STATE:
2.5	QUALITY AND STANDARDS	STATE:
2.5.1	All materials and equipment supplied on this contract shall be new and the best of the respective kind.	
2.5.2	All materials and equipment supplied shall fully comply with the requirements stipulated down in this specification and the latest editions of the relevant ETSI, CCITT, ISO, DIN and CISPR specifications or as otherwise specified.	STATE:
2.5.3	Apart from any other right which the South African Police Service may have in terms of the Contract, it shall have the right to set the standard and to accept or reject part of the specified equipment depending on the quality of materials and workmanship offered.	STATE:
2.5.4	The bidder shall be notified if the quality of material and/or workmanship is not acceptable. In such an event the bidder shall replace the specific part or repair it to the satisfaction of the South African Police Service.	STATE:
2.5.5	The successful bidder shall submit equipment supplied for batch testing and which will be carried out by the South African Police Service.	STATE:

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

DESCRIPTION		COMPLY/DO NOT COMPLY
2.6	REPAIRS UNDER GUARANTEE	STATE:
2.6.1	Bidder shall have qualified personnel and a fully equipped workshop available, to enable the bidder to deliver a professional and speedy service to the South African Police Service during the guarantee period.	
2.6.2	Bidder shall state the details of qualified personnel.	STATE:
2.6.4	<p>Bidders shall report the following to the South African Police Service, Radio Technical Service Section in writing on a monthly basis, for any repairs done to TETRA PORTABLE terminals during the guarantee period:</p> <ul style="list-style-type: none"> i) Date of fault report, ii) Nature of the fault, iii) Parts replaced & iv) Date TETRA PORTABLE terminal is handed back to the SAPS. 	STATE:
2.7	DELIVERY	STATE:
2.7.1	<p>The successful bidder shall deliver the TETRA portable terminals offered to the Radio Technical Service of the Province that it is intended for.</p> <p>The bidder shall confirm and make firm arrangements (date and time) with Radio Technical Service for delivery.</p>	
2.7.2	<p>The successful bidder shall inform the South African Police Service, in writing, two (2) weeks in advance when the consignment of TETRA portable terminals ordered is ready for delivery. The TETRA portable terminals will be inspected by a representative of the South African Police Services, TETRA portable terminal, Technology Management Services Division at the premises of the bidder which shall be in the RSA.</p> <p>A certificate of inspection and approval for the TETRA PORTABLE terminals will be issued by the latter representative before any of the TETRA PORTABLE terminals ordered can be delivered.</p>	STATE:
2.7.3	See also section 2.5 "Quality and Standards". No equipment will be accepted by the South African Police Service that does not comply with this section.	STATE:

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

DESCRIPTION		COMPLY/ DO NOT COMPLY
2.8	TRAINING (Product)	STATE:
2.8.1	The following certified product training shall be provided by the successful bidder.	
2.8.2	Detailed technical training shall be provided for selected personnel of the Radio Technical Service at the training facility or a convenient and suitable location at the cost of the successful bidder.	STATE:
2.8.3	The bidder shall specify method of training available for training of Radio Technical Service personnel.	STATE:
2.8.4	Cost of any training or relevant material offered shall be specified by the bidder and included in the bidder price and stated in Appendix A scheduling of items.	STATE:
2.8.5	Bidders shall quote for the training of personnel as per the following: Training for one person (1) as per unit price. Actual training numbers could vary and will be based on unit price.	STATE:
2.8.6	The training course shall cover as a minimum the following curriculum in modular / outcome-based format: <ol style="list-style-type: none"> 1. Block diagrams for fault-finding. 2. Basic fault finding to modular level. 3. Common faults. 4. Assembly & disassembly of the TETRA portable terminal. 5. Software settings, programming and alignment. 6. Operation. 7. Different configurations and options, e.g. remote speaker/ antenna, panic switches etc. 	STATE:
2.9	AVAILABILITY OF SPARES	STATE:
2.9.1	Bidder shall certify in writing that they are capable to supply spares for the equipment as requested for in this bid document within two (2) weeks from receiving an order. If a bidder is unable to comply with this, then his or her bid shall be rejected. The Bidder must also certify that spares will be available for 5 years after contract period ended	

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

DESCRIPTION	COMPLY/ DO NOT COMPLY
<p>2.9.2 Failure of a bidder to deliver any spares within this two (2) weeks at any stage of the contract period or within a period of two (2) years after the completion of the contract without good reason, penalty clauses as per General Conditions of Contract paragraph 22 be enforce on the quoted price of the spares.</p>	STATE:
<p>2.10 PROGRAMMING SOFTWARE</p> <p>2.10.1 All programming software needed to program the TETRA portable terminal or to do fault finding and alignment of the TETRA portable terminal shall be included in the offer.</p> <p>Programming software shall accompany separate orders and bidders must ensure that orders include Programming software, cabling and if required accessories like dongle or taqto..</p> <p>Bidders shall clearly indicate the cost of Programming Software, cabling and if required accessories like dongle or taqto..</p>	STATE:
<p>2.10.2 Bidders shall make all relevant software available to the SAPS for use without holding specific sections or parts of his/her software as proprietary software. If a bidder wants to keep his/her software as proprietary and not as an "open standard", then that bidder will not be considered.</p>	STATE:
<p>2.10.3 All software shall have full usage facilities. Software with limited usage [e.g. 30 times usage only, etc.] or other factors which limit the SAPS technical staff to perform their duties shall not be accepted and shall result in non-acceptance of the bidder.</p>	STATE:
<p>2.10.4 In the instances whereby software delivered is not to the standards as described in par. 2.12.3, then the bidder shall be liable for all the costs to correct or replace that relevant software package.</p>	STATE:
<p>2.10.5 Successful bidder shall make available all upgrades on the software version delivered towards the SAPS, free of charge for at least up to five (5) years after the contract was completed.</p>	STATE:
<p>3 GENERAL TECHNICAL REQUIREMENTS</p>	
<p>3.1.1 The radio terminals offered shall be commercial of the shelf products, not products specially developed for this bid.</p>	STATE:

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

	DESCRIPTION	COMPLY/ DO NOT COMPLY
3.1.2	The radio terminal shall be capable of operating in the radio frequency spectrum from 380 - 400 MHz	STATE :
3.1.3	The radio terminal shall be able to operate with a frequency separation of 10 MHz between transmit and receive frequencies.	STATE :
3.1.4	Radio terminals shall be robust, simple to operate, light in weight and compact.	STATE :
3.1.5	Each radio terminal shall support distinct modes of operation for Private Calls, Group-Calls, Emergency Calls and Telephone Interconnect Calls.	STATE :
3.1.6	Each radio terminal shall give a very clear visual indication when it is out of the system's radio coverage.	STATE :
3.1.7	When a radio terminal is transmitting it shall give a very clear visual indication.	STATE :
3.1.8	Radio terminals shall be able to operate in rain as well as dusty environments, it shall be easy to operate the radio in the dark and the radio shall be designed such that a person wearing gloves will be able to operate the radio easily.	STATE :
3.1.9	All radio terminals shall be sealed against ingress of dust and water protection to IP54/IP67.	STATE :
3.1.10	All radio terminals shall support adaptive power control to maximize power efficiency.	STATE :
3.1.11	Each radio terminal shall be configurable so that when it detects an incoming call which is incompatible with its current mode, it either automatically or temporarily switches to the appropriate mode to receive the incoming call, or it requires the user to manually switch mode before answering the incoming call.	STATE :
3.1.12	Radio terminals shall support the System Manager adding Talk-Groups or deleting Talk-Groups over the air interface. All terminals shall send acknowledgement of successful or unsuccessful adding or deleting action on terminal to the digital exchange.	STATE :
3.1.13	The Network Manager shall be able to temporarily disable (stun) a radio terminal with a message over the air interface. All terminals shall send acknowledgement of successful or unsuccessful disabling action on terminal to the digital exchange.	STATE :

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

DESCRIPTION		COMPLY/ DO NOT COMPLY
3.1.14	The South African Police Service Network Manager shall be able to re-enable a stunned radio terminal with a message over the air interface. All terminals shall send acknowledgement of successful or unsuccessful re-enabling action on the terminal to the digital exchange.	STATE :
3.1.15	While stunned a radio terminal shall be disabled from making or receiving calls.	STATE :
3.1.16	The stunned status shall be saved in non-volatile memory so removing power cannot defeat it.	STATE :
3.2	PROGRAMMING	STATE :
3.2.1	All programming, adjustments and alignment of the radio terminal shall be performed electronically by means of an IBM or compatible personal computer (PC) with the appropriate software program and interface between the radio terminal and the PC.	
3.2.2	Before any programming, adjustments and alignment of any radio terminal shall take place, the appropriate authentication shall be requested. It shall not be possible for an unauthorized person to compromise the security of the network through the software program and one of SAPS radio terminals. Bidders shall explain what measures are taken to prevent this.	STATE:
3.2.3	Each radio terminal shall give a visual indication of signal strength.	STATE :
3.2.4	When a radio terminal is transmitting it shall give a very clear visual indication.	STATE :
3.2.5	To aid operation in the dark, the display shall be backlit. Backlight intensity shall be configurable, and it shall turn itself off after a period of inactivity.	STATE :
3.2.6	Each radio terminal shall provide a battery strength indicator. When battery strength is very low, there shall be a visual and audible indication. It shall be possible for the subscriber to disable the audible indication when required.	STATE :
3.2.7	The radio terminal's user interface for the text messaging service shall be intuitive for anyone who has used a PORTABLE phone. For example the "1abc" key is pressed once for an "a", four times for a "1", etc.	STATE :
3.2.8	Scanning shall be configurable so that a single scan-list can be associated with each Talk-Group.	STATE :
3.2.9	Each radio terminal shall support up to 20 Scan-Lists, each of up to 10 Talk-Groups.	STATE :
3.2.10	Scanning shall be a configurable option so that it can be enabled/ disabled.	STATE:

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

DESCRIPTION		COMPLY/ DO NOT COMPLY
3.2.11	When a radio terminal is idle and scanning is enabled, it shall monitor the Main Control Channel for call set up signalling for any of the Talk-Groups in the scan-list. If call set up is detected, the radio terminal shall join the call.	STATE :
3.2.12	Each radio terminal shall be able to associate a priority level with each Talk-Group.	STATE :
3.2.13	When a radio terminal has scanning enabled, and it is involved in a Group-Call, it shall still be able to detect other calls being set up. If a call is set up for a Talk-Group of higher priority than the current call, it shall leave the current call and join the higher priority call.	STATE :
3.2.14	Bidders shall offer terminals that are TETRA 2 (TEDS) compatible. Full details of TETRA 2 compliance regarding the offered terminals shall be given. Bidders shall indicate that TETRA 2 terminals will operate on the existing Gauteng and Eastern Cape TETRA system. Full operational functionalities will be clearly indicated.	STATE :
3.3	FACILITIES REQUIRED FOR RADIO TERMINALS	
3.3.1	The radio terminal shall identify itself to the system each time the unit transmits.	STATE :
3.3.2	The radio terminal shall have full protection of its final output stage in order that no damage shall be caused in the event of the output being short-circuited or being open circuit while the radio terminal is transmitting (PTT pressed).	STATE :
3.3.3	The radio terminal shall be capable of operating on any SAPS TETRA Network providing all features and functionalities offered by the system, regardless of whether the system is of the same make as the radio terminal or not.	STATE :
3.3.4	The radio terminal shall be capable of operating in semi duplex mode via base stations on the trunked system. Direct radio terminal to radio terminal communications shall however also be possible without the assistance of a base station or repeater.	STATE :
3.3.5	The radio terminal shall be capable of scanning up to five (5) talk groups with one (1) group being a priority group.	STATE:
3.3.6	The radio terminal shall be able to respond to a multiple talk-groups call without having to select via its selector switch the talk-groups of the radio terminal that originated the multiple talk-groups (for as long as the hang time has not lapsed and the radio terminal have returned to the control channel).	STATE :

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

DESCRIPTION	COMPLY/ DO NOT COMPLY
3.3.7 The radio terminal (or radio system) shall be provided with a timer circuit which shall close down any transmission from the radio terminal after a predetermined time and after a warning indication has been received. The timer function shall also be set at various time periods for various talk groups e.g. the talk-groups for communications with the 10111 Operational Command Centresshould have a longer time-out period than another talk-groups which would permit communications only within the specific user group. If this feature is part of the radio terminal the time period shall be field programmable.	STATE :
3.3.8 The radio terminal shall be provided already programmed with five (5) talk groups and set-up for all the frequencies used by the SAPS on the trunked system.	STATE :
3.3.9 Three (3) complete radio terminal programming facility shall be provided by the bidder to the SAPS for programming of modes into various talk groups, programming of all functions and possible additional frequencies that might be required in future on the radio terminal.	STATE :
3.3.10 The radio terminal shall be provided with all required controls, switches, indicators and an illuminated alphanumeric display to enable the operator to easily make use of all the facilities on the radio terminal and to indicate and display the various status conditions and modes of the radio terminal.	STATE :
3.3.11 It is of prime importance that the display of the radio shall not only be clear but be readable in bright sunlight and in darkness by the user.	STATE :
3.3.12 The radio terminal shall be provided with a specific port through which software changes and upgrades in technology by means of new software packages and new features can be programmed into the radio terminal.	STATE :
3.3.13 It shall be possible to program any combination of talk groups into the radio terminal according to the capacity of the radio terminal.	STATE :
3.3.14 The radio terminal shall be suitable for full digital voice encryption operation, both through the infrastructure of the system and in direct mode i.e. from radio terminal to radio terminal. Both over-the-air and end-to-end encryption modes shall be fully successful on the radio terminals and on the radio communications system.	STATE :
3.3.15 The bidder shall provide a full description of the encryption capabilities of the radio terminal. This shall include set-up of the radio terminal for encryption as well as levels of encryption available.	STATE :
3.3.16 The radio terminal shall be provided with a RS 232/ USB data port for the purpose of PORTABLE data communications to data transmission devices that can be attached to the radio.	STATE :

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

DESCRIPTION		COMPLY/ DO NOT COMPLY
3.3.17	The radio terminal shall have the ability to establish an individual call to the radio terminal and any other specific radio terminal. The conversation shall be limited to the two radio terminals involved and shall not be heard by any other radio terminal in the talk group or the total system including the 10111 dispatcher.	STATE :
3.3.18	A radio terminal receiving an individual call from another radio terminal, shall display the unit ID of the radio terminal that initiated the call.	STATE :
3.3.19	The radio terminal shall have the capability of receiving and making a telephone call established by, and under the control of the operator at the 10111 Operational Command and Control Centre	STATE :
3.3.20	The radio terminal shall have the capability for direct access to the public telephone network (PSTN) to allow the user to make telephone calls. Not all radio terminal users will be allowed such a facility	STATE :
3.3.21	It shall also be possible for a person to make a telephone call from a telephone in the PSTN telephone network directly to the radio terminal where such a facility has been enabled on the radio. Dialling a single telephone number or dialling a number from pre-stored lists shall be possible. Not all radio terminal users will be allowed such a facility.	STATE :
3.4	RADIO TERMINAL OPERATION	STATE :
3.4.1	Group Call Operation	
3.4.1.1	When in Group Mode, the radio terminal shall display the identity of the current Talk-Group.	
3.4.1.2	When the radio terminal is receiving a Group-Call, it shall also display the identity of the calling party.	STATE :
3.4.1.3.	The radio terminal shall support text aliases which, when entered, are displayed in place of these numerical Talk-Group and radio terminal identities.	STATE :
3.4.1.4	The radio terminal shall indicate the progress of Group-Calls with audible tones.	STATE :
3.4.1.5	The volume of audible tones shall be configurable by the radio terminal user, and shall be able to be set to zero.	STATE :
3.4.1.6	The radio terminal shall support at least 500 Talk-Groups.	STATE :

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

DESCRIPTION		COMPLY/ DO NOT COMPLY
3.4.1.7	To ensure that the user can easily change between Talk-Groups, Talk-Group identities shall be organized within the radio terminal in ranges.	STATE :
3.4.1.8	The radio terminals shall be able to change between Talk-Groups within the current range by the applicable channel selector.	STATE :
3.4.2	Emergency Mode Operation	
3.4.2.1	Each radio terminal shall have an easily identifiable Emergency Button	STATE :
3.4.2.2	To ensure that the emergency mode operation remain credible, the emergency button and procedures shall be well designed so that it should not be accidentally be activated. SAPS will under NO circumstances accept any terminal where the emergency button and procedures are poorly designed. (For example, to activate the emergency button members must hold down the button for 2 seconds, or the button must be press twice before activation takes place, or the emergency button must be hidden from accidental activation).	STATE :
3.4.2.3	When the Emergency Button is pressed the radio terminal shall emit a distinct "emergency start" tone and shall also provide a visual message. The radio terminal shall automatically send an emergency alarm to the Dispatch Console.	STATE :
3.4.2.4	If the radio terminal receives no acknowledgment of the emergency alarm, it shall retransmit the alarm.	STATE :
3.4.2.5	Emergency-Calls shall have the highest priority, so that if the system is busy the call will be granted as soon as possible	STATE :
3.4.2.6	The radio terminal shall remain in emergency mode until the user performs a distinct emergency cancellation. The radio terminal shall then emit an "Emergency cancelled" tone.	STATE :
3.4.2.7	When receiving an Emergency-Call the radio terminal shall emit a distinct tone.	STATE :
3.4.2.8	When in Emergency Mode the radio terminal shall automatically activate the microphone to periodically transmit without the user pressing the PTT button. This will allow other members of the Talk Group to monitor the situation.	STATE :
3.4.3	Individual Call Operation	STATE :
3.4.3.1	The radio terminal shall have a distinct mode for Individual-Calls.	

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

DESCRIPTION		COMPLY/ DO NOT COMPLY
3.4.3.2	When in this mode the radio terminal shall display the identity of the last party with whom an Individual-Call was established. To connect to that same party, the user shall be able to simply press PTT.	STATE :
3.4.3.3	The radio terminal shall be able to scroll through a list of pre-programmed addresses of radio terminals and Dispatch Consoles. Once selected an Individual-Call can be initiated by simply pressing PTT.	STATE :
3.4.3.4	The radio terminal shall save up to 100 identities in the pre-programmed list.	STATE :
3.4.3.5	Full Duplex Individual Calls shall be supported between radio terminals and Dispatch Console operators.	STATE :
3.4.3.6	Radio terminals can be enabled for Pre-emptive Priority (PPC) Individual Calls.	STATE :
3.4.3.7	When making an individual call enabled for PPC, the calling party shall be able to choose whether the call should be normal or pre-emptive.	STATE :
3.4.4	Telephone Interconnect Service	STATE :
3.4.4.1	The radio terminal shall have a distinct mode for Telephone Interconnect calls.	
3.4.4.2	When in this mode the radio terminal shall display the identity of the last party with whom a telephone call was established. To connect to that same party, the user shall be able to simply press PTT.	STATE :
3.4.4.3	The radio terminal shall be able to scroll through a list of pre-programmed addresses of telephone numbers. Once selected a telephone call can be initiated by simply pressing PTT.	STATE :
3.4.4.4	The radio terminal shall save up to 100 telephone subscriber identities in the pre-programmed list.	STATE :
3.4.5	Status Messages	STATE :
3.4.5.1	The radio terminal shall support a distinct mode, for sending status messages to the Dispatch Console.	
3.4.5.2	The radio terminal user shall be able to select a status message either by scrolling through a stored list, or by entering a status message number direct from the keyboard.	STATE :
3.4.5.3	Each radio terminal shall be able to save a text aliases for the 20 most commonly used status messages. (Standardized list and codes will be supplied to successful bidder).	STATE :

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

DESCRIPTION		COMPLY/ DO NOT COMPLY
3.4.6	Short Data Transport Service	STATE :
3.4.6.1	Each radio terminal shall allow external applications to access the short text messaging service over the air interface.	
3.4.6.2	The interface to the text messaging service at the radio terminal will be via a Peripheral Equipment Interface (PEI). The PEI shall be an RS 232/ USB serial connection using a super-set of AT Commands.	STATE :
3.4.6.3	Each radio terminal shall be able to receive and display short text messages, either from other radio terminals or from a computer networked to the system infrastructure.	STATE :
3.4.6.4	Messages shall be buffered, and both audible and visual indications shall be given of incoming messages.	STATE :
3.4.6.5	Each radio terminal shall be able to send text messages of up to 140 characters, entered though the keypad.	STATE :
3.4.6.6	When a radio terminal user reads a text message, an acknowledgment shall be automatically generated if the sender requested confirmation of reading.	STATE :
3.4.6.7	Each radio terminal shall be able to receive text messages (information on a complaint) from the dispatcher, which might consist of more than 140 characters. In this case, the message will be divided into 140 characters blocks and shall be delivered and opened by the terminal simultaneously so that the subscriber can read the complete message similar to GSM SMS services.	STATE :
3.4.7	Packet Data Services	STATE :
3.4.7.1	Radio terminals shall support packet data services using standard Internet protocols (TCP/IP) over the air interface.	
3.4.7.2	Access to the packet data service shall be via an RS 232/ USB port. (Also referred to as the peripheral equipment interface)	STATE :
3.4.7.3	Packet data services shall be provided, by using point-to-point protocol between the radio terminal and the data terminal equipment, connected to the each other.	STATE :
3.4.7.4	Packet data services shall not use a proprietary protocol between the radio terminal and data terminal equipment.	STATE :
3.4.7.5	Data terminal equipment connected to a radio terminal via the peripheral equipment interface (RS 232/ USB) shall be able to access packet data services using industry standard protocols, such as point to point protocol on Internet protocols.	STATE :

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

DESCRIPTION		COMPLY/ DO NOT COMPLY
3.4.7.6	Data terminal equipment hosting applications using the packet data services shall not require proprietary drivers to access packet data services.	STATE :
3.4.8	Encryption and Authentication	STATE :
3.4.8.1	Radio terminals shall support both air interface encryption Security Classes Static Cipher Key (SCK) and Derived Cipher Keys (DCK).	
3.4.8.2	Radio terminals shall support explicit authentication by the Infrastructure.	STATE :
3.4.8.3	If a radio terminal does not support encryption, it shall not be able to join a Talk-Group, which uses encryption.	STATE :
3.4.8.4	Each radio terminal shall be programmed with up to 32 SCKs. The active SCK shall be determined by the system broadcasting an SCK Number (SCKN).	STATE :
3.4.8.5	The radio terminal user shall not be able to read the SCKs.	STATE :
3.4.8.6	Bidders must be able to demonstrate encryption on a live system if requested by the SAPS.	STATE :
3.5	CERTIFICATE OF COMPLIANCE	STATE :
3.5.1	The bidder shall submit for each type of radio terminal offered a certificate of compliance to the standards and protocols of an accredited international telecommunications institute as applicable to the TETRA standard.	
3.6	DIRECT MODE OPERATION	STATE :
3.6.1	Radio terminals shall support Direct Mode Operation. This provides the capability for radio terminals to communicate with each other independently without using the system infrastructure.	
3.6.2	Each radio terminal shall have a dedicated button to enter Direct Mode operation.	STATE :
3.6.3	Each radio terminal shall support up to 10 Talk-Groups in Direct Mode Operation.	STATE :
3.6.4	Group-Calls and Late Entry shall be supported during Direct Mode Operation.	STATE :
3.6.5	Full encryption shall be available (end- to- end) in Direct Mode Operation.	STATE :

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

DESCRIPTION		COMPLY/ DO NOT COMPLY
3.6.6	The bidder shall ensure that no desensing whatsoever of the radios will take place if the radios are used in DMO and in close proximity of each other [minimum distance five (5) meters], irrespective of the number of radios or number of DMO channels or time-slots used.	STATE:
3.7	GENERAL REQUIREMENTS - PORTABLE RADIOS	STATE :
3.7.1	TECHNICAL REQUIREMENTS	
3.7.1.1	Frequency Range : 380 - 400MHz	
	Weight (maximum) including battery : 600g or less	
	Channel Spacing : 25 kHz (TDMA)	
	Dimension (maximum) including battery (h) x (w) x (d) : Ruggedized - 170mm x 60mm x 40mm, light-weight – preferable smaller than ruggedized.	
	Modulation : 1/4 DQPSK	
	Antenna Impedance : 50 ohm	
	Transmitter RF Power : 1 – 5 Watts	
	Receiver Static Sensitivity : -112 dBm	
	Receiver Dynamic Sensitivity : -103 dBm	
	Phone Book entries : 1000	
	Encryption : TETRA air interface encryption, TEA1, TEA2, TEA3 and TEA4 algorithms as well as end-to-end	
	Dust and water ingress : IP54 (cat 2)	
	Shock, Drop and Vibration : ETS 300 019-1-7 class 5M3	
	GPS Simultaneous Satellites : 12	
	GPS Mode of Operation : Autonomous or assisted	
	GPS Antenna : Helical Integrated into TETRA antenna	
	GPS Sensitivity : -152 dbm/-182Dbw	
	GPS Accuracy : 5 m (50% probable), 10 m (95% probable)	
	Operating Temperature : - 10 to + 55 degrees C	
	Reverse polarity protection shall be supplied.	

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

DESCRIPTION		COMPLY/ DO NOT COMPLY
3.7.2	CONTROL FACILITIES	STATE :
3.7.2.1	The portable radio shall have the following control facilities:	
3.7.2.1.1	An On/Off volume select switch or buttons.	
3.7.2.1.2	A multi-position group select rotary switch or buttons.	STATE :
3.7.2.1.3	At least one programmable multi-purpose button.	STATE :
3.7.2.1.4	Scroll up, scroll down buttons	STATE :
3.7.2.1.5	A brightly coloured emergency button, mounted in such a way that it cannot be accidentally activated.	STATE :
3.7.2.1.6	A weather sealed universal connector	STATE :
3.7.2.1.7	Audible status and button press acknowledge tones shall be provided with the radio.	STATE :
3.7.2.1.8	A low battery capacity alert facility shall be provided.	STATE :
3.7.2.1.9	The radio shall be provided with a full keypad with programmable soft keys for easy access to additional facilities.	STATE :
3.7.3	ANTENNA	STATE :
3.7.3.1	The bidder shall supply the radio with a robust flexible ¼ wave whip antenna, covered over its entire length with a durable black plastic or rubber sheath.	
3.7.3.2	The antenna shall terminate in a robust 50 ohm connector or stud suitable for direct connection to the antenna port of the radio.	STATE :

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

DESCRIPTION		COMPLY/ DO NOT OBEY
3.7.3.3	The antenna port/connector of the radio shall be firmly attached to and supported by the casing of the radio.	STATE :
3.7.4	BELT CLIP	STATE :
3.7.4.1	The bidder shall supply the belt clip mechanism manufactured from stainless steel. As per 2.1.6.4 of this specification.	
3.7.4.2	The design of the mechanism shall be such that it shall prevent accidental disengagement of the radio from the belt when the person carrying the radio either runs jumps or sits down.	STATE :
3.7.5	REMOTE SPEAKER / MICROPHONE	STATE :
3.7.5.1	The remote loudspeaker / microphone unit i.e. loudspeaker/ microphone combination shall be provided with a rugged clip mechanism in order that this unit may be attached to the person's clothing, typically a lapel of a jacket, a shoulder strap or the top of a shirt.	
3.7.6	PUBLIC SAFETY SPEAKER / MICROPHONE	
3.7.6.1	The bidder shall provide as an option if available a public safety speaker / microphone / antenna combination that can be attached to the shoulder strap of the uniform shirt or uniform jacket of a public safety official. The signal loss between a radio with antenna on a user's belt and a radio with a public safety speaker/ microphone is substantial and therefore requires this facility.	STATE :
3.7.6.2	It is extremely important that the connecting cable of this unit shall not be a stiff cable but rather be very flexible (at least as flexible as the normal microphone cable of a PORTABLE radio or standard remote speaker / microphone unit). The cable shall not be of any nuisance value to or be uncomfortable for the official in the execution of his duties.	STATE :
3.7.6.3	The requirement as specified and called for above shall be regarded by the bidder of very high importance and having a high priority as it is extremely important that various law enforcement officials will use such a public safety speaker / microphone.	STATE :

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

3.7.7	BATTERIES FOR PORTABLE RADIOS	STATE:
3.7.7.1	Bidders shall offer a Lithium based battery. The battery offered should focus on the best weight, the best longevity, and best battery life ratio.	
3.7.7.2	Bidders shall not quote operating times based on other duty cycles than those specifically asked for in the following questions, as this makes inter-comparison between different manufacturers' radios difficult.	STATE:
3.7.7.3	Batteries shall support an operating time of at least 12 hours, based upon a duty cycle of 10% Tx, 10% Rx, and 80% Stand-by.	STATE:
3.7.7.4	Batteries shall support an operating time of at least 20 hours, based upon a duty cycle of 5% Tx, 5% Rx, and 90% Stand-by.	STATE:
3.7.7.5	The batteries shall have a life of up to 500 charge/recharge cycles, when operated in accordance with the manufacturers recommended procedures.	STATE:
3.7.8	BATTERY CHARGERS FOR BATTERIES OF PORTABLE RADIOS	STATE:
3.7.8.1	Mains powered battery chargers shall be available for:	
3.7.8.1.1	Charging single batteries	
3.7.8.1.2	Charging up to 6 batteries (only to be supplied on request. Bidders shall quote this charger as an option, not include any cost relating to the 6 battery charger in the final bid price. Bidders shall quote a unit price for each charger).	STATE:
3.7.8.1.3	The bidder shall supply each radio offered with a single battery charger. The charger shall be suitable to charge the battery of the radio with and without the battery attached to the radio.	STATE:
3.7.8.1.4	The battery charger shall operate from a 230 volt + 10%, 50Hz AC mains feed supply and shall be provided complete with a 2m power cord and standard 16 Amp 3 pin plug as used in South Africa. A non-South African plug provided with an adapter will not be acceptable.	STATE:
3.7.8.1.5	Battery chargers shall be able to recharge a battery from flat in 1 to 3 hours to full capacity.	STATE:
3.7.8.1.6	The battery charger system shall provide an accurate, reliable and easily understood indication of the effective state of charge of batteries before they are offered for operational use.	STATE:

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

3.7.8.1.7	An intelligent battery system shall be offered that allows the batteries to communicate with the chargers, providing details of the number of charge cycles, date of initial charge, etc. This will minimize the impact of battery availability upon the operation of the system.	STATE:
3.8	ACCESSORIES FOR PORTABLE RADIOS	STATE:
3.8.1	<p>Bidders shall offer a comprehensive range of accessories for the portable radio (earpieces and carrying cases etc. in Appendix A - Part 2 Created by the Bidder.</p> <p>Accessories shall include (As an example) and not be limited to :</p> <ul style="list-style-type: none"> - VIP Earpieces - Surveillance Earpieces - SWAT/Tactical Headset/Earpieces - Multi-chargers - Car kits - - Leather bag; - Shoulder belt; - Travel and car charger; - Audio kit for covert mode; - Neckband; - Throat microphone; - Earpiece - Bluetooth light headset - Test KIT/JIG as per 4.5.5 	STATE:
3.8.2	The accessories offered shall have been specifically developed for Public Safety applications.	STATE:
3.8.3	The connectors for accessories shall be on the side of the portable radio rather than at the bottom, as this is found to be more convenient in operational use.	STATE:
3.8.4	Accessories shall be available to allow portable radios to be used in surveillance operations.	STATE:
3.8.5	All accessories shall be priced separately and shall form part of the term contract once a successful bidder is appointed.	STATE:
3.8.6	Unit prices and description for all accessories shall be furnished in Appendix A - Part 2, Created by the Bidder.	STATE:
4	PRICING TABLE COMPLETION AND PRICE EVALUATION.	STATE:
4.1	The SAPS requires a clearly defined pricing, with distinction between the required TETRA portable terminal and items required in workshops for maintenance and support of the terminals.	STATE:

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

4.2	The bidder shall submit a price for the complete terminal with all items.	STATE:
4.3	The bidder shall give in the pricing table a complete breakdown of this complete terminal package such that a price for each item is provided. This will enable the SAPS to order separate items as replacement items in cases of damage or loss of such items during the contract period.	STATE:
4.4	The bidder shall provide a further section in the pricing table, which will detail all support accessories provided for in the contract.	STATE:
4.5	This section on support accessories shall include at least the following:	STATE:
4.5.1	All available loudspeaker options for the radio.	
4.5.2	The complete programming kit for the terminal including all required hardware interfaces and cables to connect the radio to a standard computer for programming of channel frequencies, channel spacing, signalling options and all other software programmable features of the terminal.	STATE:
4.5.3	The complete maintenance technical manual for the terminal.	STATE:
4.5.4	The complete user manual for the terminal. This will also be included in the complete radio package.	STATE:
4.5.5	The test kit/Jig that would allow SAPS to connect instruments to the terminal.	STATE:

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

TOTAL BID PRICE:

TETRA TERMINAL

ITEM NUMBER	ITEM	QNT	PRICE INCL. VAT
1.	RADIO COMPLETE as per 2.1.6		
1.1	TETRA PORTABLE TERMINAL WITH INTERNAL GPS ACTIVATED EXCLUDING ACCESSORIES ONLY	1	
1.2	AIR INTERFACE ENCRYPTION as per 3.4.8	1	
1.3	BATTERIES	2	
1.4	BATTERY CHARGER for Single radio	1	
1.5	BELT CLIP	1	
1.6	ANTENNA FOR TERMINAL OFFERED	1	
1.7	USER MANUAL	1	
TOTAL	INCLUDING ALL OF THE ABOVE 1.1 to 1.7	1	
2.	END TO END ENCRYPTION	1	
3.	TECHNICAL WORKSHOP REQUIREMENTS		
3.1	TECHNICAL MANUAL as per 2.4.4	1	
3.2	PROGRAMMING KIT as per 4.5.2	1	
3.3	PROGRAMMING SOFTWARE as per 2.13	1	
3.4	TRAINING as per 2.10	1	
TOTAL BID PRICE			

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CONTRACT, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

CONTRACT, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR CAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

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EASTERN CAPE AND OTHER SAPS DIVISIONS.

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THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

79/1397/2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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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

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obligations of the supplier covered under the contract.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

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7. Performance security

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

8. Inspections, tests and analyses

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

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analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

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such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

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

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

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may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)

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CERTIFICATION

I THE UNDERSIGNED (FULL SURNAME)
TAKE NOTE OF THE CONTENTS OF GENERAL CONDITIONS OF CONTRACT
(GCC), SPECIAL CONDITION OF CONTRACT (SCC) AND SPECIFICATION AND
WILL ABIDE BY THEM.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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