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SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/123TP (22)

18.2.2 DELIVERY

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

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.

18.3 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.

18.4 POST-AWARD PRODUCT COMPLIANCE PROCEDURES

The following post-award product compliance procedures will apply:

18.5 PRE-PRODUCTION SAMPLES FOR TESTING

Where pre-production testing is required, it will be expected from the successful bidder (contractor) to submit three (3) Pre-production samples to the relevant SANAS approved testing institution. The contractor will be required to submit pre-production sample(s) to the testing institution at the written request of the purchasing institution concerned.



Unless the purchasing institution decides otherwise, the pre-production samples must be submitted within 30 days of the date on which the supplier was requested to do so. Mass production shall only commence after the purchasing institution and the contractor have been advised by the testing institution that the pre-production samples passed.

The South African Police Service will only be responsible for the cost of first attempt pass of the pre-production samples testing. See the below table for further details:

Test attempt	Results	Party responsible for the cost of testing
First attempt	Pass	Purchasing institution
	Fail	Contractor
Second attempt	Pass	Contractor
	Fail	Contractor
Third attempt	Pass	Contractor
	Fail	Contractor

In the event that the first pre-production test fail, a second test and sample(s) of pre-production testing incorporating corrections/improvements is required. The corrected samples must reach the relevant SANAS approved testing institution within 14 working days after the relevant institution had notified the contractor of its findings.

In the event that the second pre-production test fail, a third test and samples of pre-production testing incorporating corrections/improvements is required. The corrected samples must reach the relevant SANAS approved testing institution within 7 working days after the relevant institution had notified the contractor of its findings.

18.6 QUALITY ADHERANCE

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

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

18.7 CONTRACT PRICE ADJUSTMENT

18.7.1 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).

Pa = (1-V) Pt	R1t D1 Rlo	+ D2 R3t R3t + Dn Rnt + VP1 Rno
Pa	=	The new adjusted price to be calculated
V	=	Fixed portion of the bid price (15% or 0.15)
Pt	=	Original bid price. Note that Pt must always be the original bid price and not an adjusted price
(1-V)Pt	=	Adjustable portion of the bid price (85% or 0.85)
D1 – Dn	=	= Each factor (or percentage) of the bid price, e.g., material, labour, transport, overheads, etc. The total of the various factors (or percentages) D1 – Dn must add up to 1 (or 100%).
R1t – Rnt	=	= End Index. Index figure obtained from the index at the end of each adjustment period
R1o-Rno	=	Base Index, Index figure at the time of bidding.
VPt	=	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.

18.8 FORMULA COMPONENT DEFINITIONS

18.8.1 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.

18.8.2 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.

18.8.3 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 %	

18.8.4 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	Supplier / Manufacturer	Documentary evidence to accompany
Material /	invoice(s) and remittance	claim.
Finished product (if		
applicable)	0	
D2 - Local Raw Material /	STATS SA P0142.1 (PPI)	Textiles, clothing and
Finished product (if	Table 1	footwear- Clothing OR
applicable)		Documentary evidence to
		accompany claim
D3 - Labour	STATS SA P0141 (CPI),	Table E - All Items
	Table E	OR
	OR	Labour agreement to be
	Labour agreement2	provided
D4 - Transport	STATS SA P0141 (CPI)	Table E - Transport – Other
	Table E	Running Cost
D5 – Housing and utilities	STATS SA P0141 (CPI)	Table E – Housing and utilities
	Table E	Headline
D6 – other	Specify	Documentary evidence to
		accompany application



18.8.5 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 2023-01-01.

18.8.6 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).

18.8.7 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.

18.9 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 (refer paragraph 30.3.4) and the average RoE rate over the period under review indicated in paragraph 30.3.6 below.

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

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 (paragraph 30.3.4) for the earlier invoice and the average RoE rate for the period under review as indicated in paragraph 30.3.6 below for the later invoice.

The imported cost component (D1) will be adjusted together with all the other cost components indicated in paragraph 30.2.3 and 30.2.4 above and at the predetermined dates indicated in paragraph 30.2.7 above

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.

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	Date to Date	



19. 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.

20. 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.

21. PACKAGING

Goods supplied must be packed in suitable packaging before distribution to end users.

22. DISPOSING OF GOODS BEARING SOUTH AFRICAN POLICE SERVICE OWNERSHIP MARK: ALL PRINTED FABRIC

Textile goods manufactured in terms of this contract and bearing a South African Police Service ownership mark shall not be disposed of by the contractor to any person, other than a South African Police Service Department unless the ownership mark has been cancelled, defaced or obliterated in such a manner as may be approved by the South African Police Service.

In order for a contractor to comply with the abovementioned condition, a contractor will be entitled to:

Dispose of such goods provided the goods are stamped or stencilled in indelible ink or dye with the word "CANCELLED", preferable, but not necessarily, over the South African Police Service





ownership mark, or overprinted with a design in the same colour as that of the mark, or provided the colouring of the mark is bleached out.

Cut up the goods so that the South African Police Service ownership mark is defaced and then to use it or dispose of it as rags, cleaning cloths, etc.

NAME OF BIDDER:	
NAME OF CONTACT PERSON:	
CAPACITY:	
SIGNATURE: DATE:	



South African Police Service

Request for Bid : 0000003237

Report Run By: ENATE MATHONSI (7222540-8)

Date: 02/01/2023 14:02:20

19/1/9/1/123TP (22) SAPS Bid No.

0000003237 Document No. APPOINTMENT OF A PANEL OF CHARTERED

Description:

Currency:

ACCOUNTANTS FOR A PERIOD OF TWO (2) YEARS: DIRECTORATE FOR PROIRITY CRIME INVESTIGATION

Attention: Tel No:

2023/03/02 11:00:00 ZAR Closing Date:

Published

Status:

Validity Days:

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

Fax No:

Cell No:

Email:

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
6825T05014197	CONSULT/CONTRACT/SPEC SERVICE, ACCOUNTANT & AUDITOR(SCOA 300400) * *	DPCI PRIORITY CRIME MANAGEMENT		Each	
Line Comment		Load Time	Quantity Required	Quantity Avaitable	Unit Cost (Inci
			1		

Pigare provide your BBBEE level from the possible list provided in the drapdown		Level 1 (100 Points Scored or Mare)
	and the second	(Level 2 (85 to 100 Points Scored)
		Level 3 (75 to 84 Points Scored)
	de patropi.	Level \$ (05 to 74 Points Sound).
	L	Level 5 (55 to 64 Points Scored)
		Level 6 (48 to 54 Points Scored)
		Level 7 (40 to 44 Points Saored)
	B	Level 5 (30 to 39 Points Socied)
		Not Compilent
ITEM LEVEL - GEHERAL QUESTIONNAIRE		
Kinciy state the Brand and Model offered	AA	
Kindly stells the Country of oxigin		

Questionnaires

Page 3 of 5

DOES BEE OUT IN WILLIAM STANKING	O VES
if not to spezification indicate devietion(s)	
Are the DELIVERY CHARGES fixed and Griff?	O yes O ™o
NOTE. ALL DELIVERY COSTS MUST BE INCLUDED IN THE BID PRICES FOR DELIVERY AT THE PRESCRISED DESTRIATIONS. DIG you submit a delivered price, i.e. All defivery costs included in the price offered.	C YES
itav-fanta SDD1, SDB4, SSD6 1, SBD 8 and SBD 9 been completed and signed?	
Kit of sections like profit manyin (become tax) applied to the than	

Page 4 of 5

Attachment File Name	COVER PAGE pdf	NOTE FOR BIDS doc	BID DIGG CHECKLISTACOUSTION dock dock	WOTICE FOR 125TP (22), doox	SBD 7. (2018)-Bid documents BID NO 123TP (22).doc	CSD FORM TO BE COMPLETED doox	SPECIAL CONDITIONS 123TP(22).doox	SBD 3.2 PRICING SCHEDULE deax	SBD 4 Declaration of Interestion	SECE.pdf	5SD 6.1 11 10.20 dccx	SPECIFICATION, pal	
Attachment Description											***		

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BIDDER'S DISCLOSURE

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 institution	State

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.