



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/96 TD (23)

Minimum requirement for the Demonstration

As a minimum requirement the following must be demonstrated:

- Daily maintenance
- Cleaning of the equipment
- Replacement of components
- Processing simulated crime samples from start to finish with an expectable end result.
- Troubleshooting

The successful bidder who performed virtual demonstration during site visit must conduct Practical demonstration with the end user prior to deliver at the bidder's site.

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

BID ENQUIRIES

Procurement Management MGP & Services

Address: 117 Cresswell Street, Weavind Park, Pretoria.

E-mail: RoosH@saps.gov.za/ MbombiMaria@saps.gov.za

16. CONTRACT PERIOD

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



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/96 TD (23)

16.1 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.

16.2 MULTIPLE AWARD

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

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

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



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/96 TD (23)

16.3 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.

16.4 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.

16.5 DELIVERY AND QUANTITIES

16.5.1 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.

16.5.2 QUANTITIES

Quantities cannot be guaranteed.

17. SECTION C

17.1 ROLES AND RESPONSIBILITIES

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: -

SmitJ3@saps.gov.za and Tel: 012-841 7119

25/96TD(23)



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.

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.



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/96 TD (23)

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 POST-AWARD PRODUCT COMPLIANCE PROCEDURES

The following post-award product compliance procedures will apply:

17.5 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.

17.6 CONTRACT PRICE ADJUSTMENT

17.6.1 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.



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/96 TD (23)

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

$Pa = (1-V) Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + Dn \frac{Rnt}{Rno} + VP1 \right)$		
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.

17.7 FORMULA COMPONENT DEFINITIONS

17.7.1 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.



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/96 TD (23)

17.7.2 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.

17.7.3 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 %



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/96 TD (23)

17.7.4 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

17.7.5 Base Index Date

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



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/96 TD (23)

17.7.6 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).

17.7.7 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 <i>from</i> 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.*

17.9 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 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.



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/96 TD (23)

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

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.



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/96 TD (23)

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.

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.

20. PACKAGING

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

NAME OF BIDDER:

NAME OF CONTACT PERSON:

CAPACITY:

SIGNATURE: DATE:



AUTHORIZATION DECLARATION

NAME OF THE BIDDER: _____

BID NUMBER: _____

DESCRIPTION: _____

CLOSING DATE: _____

Are you sourcing the goods or services from a third party?

YES	NO
-----	----

** If you have answered YES to the above question, please provide full details in the table below of the third party(ies) from whom you are sourcing the goods or services.*

1. Declaration by the bidder where the bidder is sourcing goods or services from a third party.

The bidder hereby declares the following:-

- 1.1 The bidder is sourcing the goods or services listed in the Form 1 attached, from a third party in order to comply with the terms and conditions of the bid.
- 1.2 The bidder has informed the third party of the terms and conditions of the bid and the third party is acquainted with the said terms and the description of the goods or services listed in the Form 1.
- 1.3 The bidder has received the attached, unconditional written undertaking from the third party to supply the goods or services listed in the form 1 in accordance with the terms and conditions of the bid document for the duration of the contract. A template has been attached (Form 2) that is to be used for the purpose of the third party undertaking.
- 1.4 The bidder confirms that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party.

2. The bidder declares that the information contained herein is true and correct.

3. The bidder acknowledges that the SAPS reserves the right to verify the information contained therein and if found to be false or incorrect may invoke any remedies available to it in the bid documents.

SIGNATURE BY THE BIDDER

Signed at _____ on the _____ day of _____ 20____

Signature _____ Full name _____

Designation _____

34/967A(23)

List of goods or services offered

Bid Item No	Brand Name	Name of the company from where the goods or services will be sourced	Address and contact details of the company from where the goods or services will be sourced

35/96TA(23)

Bid Item No	Brand Name	Name of the company from where the goods or services will be sourced	Address and contact details of the company from where the goods or services will be sourced

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

36/96TP(23)

Note:

The authorization letter must be original, signed and on an official letterhead of the third party.

A separate authorization letter must be included for each third party.

The authorization letter must be addressed to the Bidding Company.

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

Name of Bidding Company

Address of Bidding Company

Attention:

Dear Sir/Madam

AUTHORIZATION LETTER: TENDER NR _____

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

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

Item no.	Description of product	Brand name

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

Yours faithfully,

Signature of Third Party

Date: _____

37/46TP(22)

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder..... Bid number 19/1/9/96TD(23)

Closing Time 11:00

Closing date: 2024-02-21

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

Item Nr	ICN NUMBER	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)	COUNTRY OF MANUFACTURE
1	9825T05088823	Supply One (1) digital and enhancement system			
2	9825T05088827	Maintenance			
3	9825T05088824	Delivery of digital			
4	9825T05088825	Installation Qualification (IQ)			
5	9825T05088826	Training			

- Required by: **SAPS Forensic Services**

- At: **NATIONAL OFFICE LCRC**
.....

Brand and model
.....

- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s)

- Period required for delivery

*Delivery: Firm/not firm

38/96TD(23)

- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

39/96TP(23)

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the State¹, or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:**
 - 2.1 Full name of bidder or his or her representative:
 - 2.2 Identity number:
 - 2.3 Position occupied in the company (director, trustee, shareholder², member):
.....
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
 - 2.5 Tax reference number:
 - 2.6 VAT registration number:
 - 2.6.1 The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in paragraph 3 below.

¹ "State" means –

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

² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

40/96TP(23)

2.7 Are you or any person connected with the bidder presently employed by the State? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person/director/trustee/shareholder/member:

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

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

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES / NO

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

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

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

2.8.1 If so, furnish particulars:

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

2.9.1 If so, furnish particulars:
.....
.....
.....

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

2.10.1 If so, furnish particulars:
.....
.....
.....

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

2.11.1 If so, furnish particulars:
.....
.....
.....

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number/Persal Number

42/96 TL(23)