



**SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/29TP (25):**

**SPECIAL CONDITIONS OF CONTRACT**

**BID NUMBER: 19/1/9/1/29TP (25):**

**19/1/9/1/29TP (25): APPOINTMENT OF A  
CONSULTANT: SPECIALISED MONITORING,  
EVALUATION, SKILLS DEVELOPMENT AND  
CONSISTENT AUDITING OF THE SOUTH  
AFRICAN POLICE SERVICE TELECOMS  
ENVIRONMENT: DIVISION FINANCIAL  
MANAGEMENT SERVICES**

**CLOSING DATE AND TIME OF BID: 2026-02-23 @ 11H00**

**BID VALIDITY PERIOD: 100 DAYS**



## SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/29TP (25):

NO.	TABLE OF CONTENTS	PAGE
1.	ABBREVIATIONS	3
2.	BID DOCUMENT CHECK LIST	4
3.	SCOPE	4
4.	SECTION A	4
4.1	LEGISLATIVE AND REGULATORY FRAMEWORK	4
4.2	BID INFORMATION/BRIEFING SESSION	4
4.3	EVALUATION CRITERIA	5
4.3.1	PHASE1: MANDATORY REQUIREMENTS AND TECHNICAL COMPLIANCE	5
4.3.1.1	PHASE1: MANDATORY REQUIREMENTS	5
4.3.1.2	PHASE1: TECHNICAL COMPLIANCE	6
4.3.2	PHASE 2: PRICE AND SPECIFIC GOALS	6
4.3.2.1	PHASE 2: PREFERENCE POINTS SYSTEM 80/20	6
4.3.2.2	PHASE 2: JOINT VENTURES AND CONSORTIUMS	8
4.3.3	PHASE 3: DUE DILIGENCE AND ADMINISTRATIVE REQUIREMENTS	8
4.3.3.1	PHASE 3: DUE DILIGENCE	9
4.3.3.2	PHASE 3: ADMINISTRATIVE REQUIREMENTS	9
5.	VALUE ADDED TAX	11
6.	PRICING STRUCTURE AND SCHEDULE	11
7.	AUTHORISATION DECLARATION/LETTER FROM THE MANUFACTURER	12
8.	RESPONSIVE BIDS	12
9.	TAX COMPLIANCE REQUIREMENTS	13
10.	FORMAT AND SUBMISSION OF BIDS	13
11.	LATE BIDS	13
12.	COUNTER CONDITIONS	13
13.	FRONTING	14
14.	COMMUNICATION	14
15.	CONTACT DETAILS	14
16.	SECTION B	15
16.1	CONTRACT PERIOD	15
16.2	RIGHT OF AWARD	15
16.3	MULTIPLE AWARD	15
16.4	NEGOTIATIONS	16
16.5	QUALITY	16
16.6	DELIVERY AND QUANTITIES	16
16.6.1	DELIVERY BASIS	16
16.6.2	QUANTITIES	16
17.	SECTION C	16



## SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/29TP (25):

<b>17.1</b>	<b>ROLES AND RESPONSIBILITIES</b>	<b>16</b>
17.1.1	CONTRACT ADMINISTRATION	16
17.1.2	SUPPLIER PERFORMANCE MANAGEMENT	16
<b>17.2</b>	<b>ORDERS AND DELIVERY</b>	<b>17</b>
17.2.1	ORDERS	17
17.2.2	DELIVERY	17
<b>17.3</b>	<b>PRODUCT ADHERANCE/QUALITY ADHERANCE/BRAND CHANGE</b>	<b>17</b>
<b>17.4</b>	<b>CONTRACT PRICE ADJUSTMENT</b>	<b>18</b>
17.4.1	FORMULA	18
<b>17.5</b>	<b>FORMULA COMPONENT DEFINITIONS</b>	<b>19</b>
17.5.1	ADJUSTABLE AMOUNT	19
17.5.2	FIXED PORTION	19
17.5.3	COST COMPONENTS AND PROPORTIONS	19
17.5.4	APPLICABLE INDICES AND REFERENCES	20
17.5.5	BASE INDEX DATE	21
17.5.6	END INDEX DATE	21
<b>17.6</b>	<b>RATES OF EXCHANGE (ROE) – BASE AND AVERAGE RATES</b>	<b>21</b>
<b>18.</b>	<b>GENERAL</b>	<b>21</b>
<b>19.</b>	<b>BREACH OF CONTRACT</b>	<b>21</b>
<b>20.</b>	<b>PACKAGING</b>	<b>22</b>



## SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/29TP (25):

### 1. ABBREVIATIONS

BAC: Bid Adjudication Committee

SG: Specific Goals

CPA: Contract Price Adjustment

ISO: International Organisation for Standardisation

QC: Quality Control

ROE: Rate of Exchange

SABS: South African Bureau of Standards

SANAS: South African National Accreditation System

SBD: Standard Bidding Document

STATS SA: Statistics South Africa

VAT: Value- Added Tax

MIB: Manufacturing Importer Builder



## SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/29TP (25):

### 2. BID DOCUMENT CHECK LIST

NO.	DOCUMENT NAME	YES	NO
1	SBD 1 Invitation to bid		
2	Central Supplier Database Report		
3	SBD 4 Declaration of interest		
4	SBD 6 (1): Preference Points System		
5	Special Conditions of Contract		
6	General Conditions of Contract		
7	Mandatory documents (if applicable)		

### 3. SCOPE

The South African Police Service requires prospective suppliers to submit bids for the 19/1/9/1/29TP (25): Appointment of a Consultant: Specialised Monitoring, Evaluation, Skills Development and Consistent Auditing of the South African Police Service Telecoms Environment: Division Financial Management Services: in accordance with **Specification 323284/25** 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

##### Compulsory Briefing Session

Venue: 117 Cresswell Road, B Block, Boardroom 3, Silverton on 2026-02-11 at 10H30



## SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/29TP (25):

### 4.3 EVALUATION CRITERIA

The evaluation process will be conducted in phases as follows:

Phase 1	Phase 2	Phase 3
<b>Mandatory Requirements &amp; Technical Specification</b>	<b>Price and Specific goals</b>	<b>Due Diligence &amp; Administrative Requirements</b>
Compliance with Mandatory Bid requirements and Technical Specification 323284/25.	Bids evaluated in terms of the 80/20 principle, in terms of price and specific goals.	Due diligence to be conducted on recommended bidder and compliance to Administrative Requirements.

#### 4.3.1 PHASE 1: MANDATORY BID REQUIREMENTS AND TECHNICAL COMPLIANCE

##### 4.3.1.1 PHASE 1: 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.**

<b>Pricing Schedule</b> Please complete the price in the pricing schedule on the closing date and time. <b><u>Please take note that lead times may be regarded as administrative and maybe requested if not completed</u></b>	<b>YES / NO</b>
Previous experience must be indicated by providing documented proof (reference letter) of at least two other similar projects that is ongoing, or which has been finalised with your bid on the closing date and time.	<b>YES / NO</b>



## SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/29TP (25):

Proof of professional qualifications in the specific field, as indicated in the scope of work, must be attached with your bid on the closing date and time.	YES / NO
---	----------

### 4.3.1.2 PHASE 1: TECHNICAL COMPLIANCE

This phase entails the evaluation of bids for technical compliance.

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

- a) Items must comply with standards and/or specifications as per South African Police Service **Spec 323284/25** included in the bid document. Failure to comply with the specifications may result in disqualification.

Any deviation to the specification must be indicated on the deviation sheet.

- b) If any reference is made in the South African Police Service Specification to another specification, then the Bidders must enquire at the following institutions for the relevant standards. A list of accredited institutions is available on the SANAS website <http://www.sanas.co.za> or <http://www.sanas.co.za/contact.php>

#### STANDARDS:

SANS, SABS, ISO AND CKS specifications are available from South African Bureau of Standards Office's countrywide. Obtaining of such standards will be the responsibility of and for the account of the prospective bidder. To purchase standards, obtain quotes or enquire about the availability of e-Standards, please contact Standards Sales at: Email: Postal Address: Private Bag X191, Pretoria, 0001; Physical Address: 1 Dr Lategan Road, Groenkloof, Pretoria. Tel: (012) 428 6883, Fax: (012) 428 6928, E-mail: [sales@sabs.co.za](mailto:sales@sabs.co.za) Website: [www.sabs.co.za](http://www.sabs.co.za) and follow the "Search/Buy Standards" link

#### South African National Accreditation System (SANAS):

The contact details of SANAS are as follows: Postal Address: Private Bag x 23, Sunnyside, Pretoria, 0132; Physical Address: The DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, 0002, Tel: 012- 394 3760, Fax: 012-3940526.

### 4.3.2 PHASE 2: PRICE AND SPECIFIC GOALS

#### 4.3.2.1 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





## SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/29TP (25):

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:

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.





## **SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/29TP (25):**

- 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.

### **4.3.2.2 JOINT VENTURES AND CONSORTIUMS**

#### **a) Joint Venture/Consortium Participation**

Tenderers submitting an offer as a joint venture or consortium must include notarised Joint Venture Agreement (JVA) specific to this tender. The JVA must clearly reflect the following:

- The tender number and description,
- The percentage contribution of each party to the execution of the tender,
- The roles and responsibilities of each party,
- The decision-making and dispute resolution mechanisms,
- The management and distribution of funds,
- The conditions for termination of the joint venture.

#### **b) Preference Points for Specific Goals**

Joint ventures or consortiums wishing to claim preference points for specific goals must note that preference points will be awarded only in proportion to the percentage of the contract value managed or executed by individuals from each party who are actively involved in the management or control of the joint venture or consortium, as recorded in the JVA.

#### **c) Declaration Requirement**

Tenderers must declare in paragraph 4.5 of SBD 6.1 that their offer is submitted as part of a joint venture or consortium.

#### **d) Evaluation of Preference Points**

The allocation of preference points will be calculated as follows:

The percentage shareholding for each specific goal shall be multiplied by the percentage contribution of that partner to the tender, as outlined in the JA;

The results for all parties shall be aggregated to determine whether the joint venture or consortium meets the minimum requirement for any specific goal.

#### **e) Non-Compliance**

Failure to submit a notarised JA or to meet the conditions stated above may result in the bid being deemed non-responsive and be disqualified from further evaluation.

### **4.3.3 PHASE 3: DUE DILIGENCE AND ADMINISTRATIVE REQUIREMENTS**



## SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/29TP (25):

### 4.3.3.1 PHASE 3: DUE DILIGENCE

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

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

Due diligence requirements / goals

- Capacity and capability.
- Confirmation of physical address as per SBD1.
- Verification of systems to conduct required services, in place
- Verification of staff compliment, including technical personnel (if applicable).
- Verification of vehicle fleet to conduct services.
- All information provided in the bid document will be verified.

Due Diligence/ Site visit will be conducted at bidder's premises.

### 4.3.3.2 PHASE 3: 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 <b><u>SBD 6.1</u></b>	YES – Generally, non-submission will lead to a zero score preference points.
Tax Clearance Requirements	YES – The <b><u>CSD</u></b> and the <b><u>tax status pin</u></b> are the approved method that will be utilized to verify tax compliance.
Central Supplier Database registration	YES – Please submit CSD report to prove registration and preference points.



## SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/29TP (25):

General Conditions of Contract	<b>NO</b> – Bidders <b>must only familiarise</b> themselves with the content of the document
Special Conditions of Contract	<b>YES</b> - Bidders must sign acknowledgement that they <b>familiarise</b> themselves with the content of the document
Cost components	<b>YES</b> – Please submit the completed cost component breakdown as per example in the Special Conditions of Contract.
The bidder must indicate in <b>handwriting</b> with <b>Comply</b> for compliance with the requirements and <b>Not Comply</b> for non-compliance with the requirements in the relevant column of <b>every</b> specification field. Failure to do this will be interpreted as <b>Not Comply</b> . Bidders must avoid to use a tick (✓) or (×) <u>the word “Comply or Not Comply”, in accordance with specification 323284/25 must be handwritten in each row.</u>	<b>YES / NO</b>
<b>Authorisation Declaration</b> Bidders sourcing products from a third party must submit the authorisation declaration letter of the third party. The said company or supplier must: <ul style="list-style-type: none"><li>• Confirm that it has familiarised itself with the item descriptions, specifications and bid conditions.</li><li>• If the bid consists of more than one item, it should be clearly indicated in respect of which item(s) the supportive letter has been issued. This should be included as part of the letter.</li></ul>	<b>YES / NO</b>



## SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/29TP (25):

- 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.
- Letter to be fully signed and dated. Letter must be on the letterhead of the manufacturer of the item.

Refer to Annexure B for requirements in terms of the letter. (Kindly note this is a template for the guidance of all information that must be included on the letter from the manufacturer).

### 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.

### 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.



## SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/29TP (25):

- 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 consists 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.

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

### 8. RESPONSIVE BIDS

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

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



## **SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/29TP (25):**

### **9. 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.

### **10. FORMAT AND SUBMISSION OF BIDS**

In order to simplify the evaluation process, Bidders are required to submit their bids electronically in the following manner: - (Take note of Paragraph 8, supra)

SECTION	REQUIRED DOCUMENTS
Section 1	Standard bidding documents (SBD 1, SBD 3.1 or 3.2 or 3.3, SBD 4, SBD 6.1 and CSD report
Section 2	Authorisation Declaration and item list (if applicable)
Section 3	Test reports (if applicable)
Section 4	Any other information (e.g. Company profile, Local economic development submission etc.)

### **11. LATE BIDS**

Bids received after the closing date and time, electronically on the e-tender portal, will not be accepted for consideration.

### **12. 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.





## **SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/29TP (25):**

### **13. 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.

### **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.

Tel: (012) 841 7745

E-mail: [LallaML@saps.gov.za](mailto:LallaML@saps.gov.za)





## **SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/29TP (25):**

### **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.

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 19/1/9/1/29TP (25):**

### **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**

##### **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](mailto:SmitJ3@saps.gov.za) and Tel: 012-841 7119

##### **17.1.2 SUPPLIER PERFORMANCE MANAGEMENT**



## **SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/29TP (25):**

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 affected.

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.

### **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



## SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/29TP (25):

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).

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



## SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/29TP (25):

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.
-----	---	--

### 17.5 FORMULA COMPONENT DEFINITIONS

#### 17.5.1 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.

#### 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

- 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.
- 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.
- 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)	



## SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/29TP (25):

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

### 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 <sup>2</sup>	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





## **SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/29TP (25):**

### **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

### **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).

## **17.6 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.

## **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.

## **19. BREACH OF CONTRACT**





## SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/29TP (25):

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 the end users.

NAME OF BIDDER: .....

NAME OF CONTACT PERSON: .....

CAPACITY: .....

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