



DEPARTMENT: SOUTH AFRICAN POLICE SERVICE □ □

REPUBLIC OF SOUTH AFRICA

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

The Manager

Reference no: 19/1/9/1/78 TV (22)

Date: _____

Enquiries: _____

Tel no: _____

Fax no: _____

Sir / Madam

REQUIRED BY THE SOUTH AFRICAN POLICE SERVICE

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

LIEUTENANT GENERAL
DIVISIONAL COMMISSIONER: SUPPLY CHAIN MANAGEMENT
MI FANI

PLEASE NOTE

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BID NO: 19/1/9/1/78 TV (22)
CLOSING TIME: 11:00 ON 2023/01/27

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

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

NOTED BY THE BIDDER:

.....
SIGNATURE: BIDDER

.....
DATE



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BID DOCUMENT CHECKLIST

BID NO: 19/1/9/1/78 TV (22)

DESCRIPTION: CONVERSION OF FIVE (5) EXISTING MERCEDES BENZ SPRINTER 516 PANEL VANS INTO MOBILE INCIDENT COMMAND CENTERS FOR SOUTH AFRICAN POLICE SERVICE, VISIBLE POLICING: GAUTENG PROVINCE

(Mark with Yes or No)

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

BIDDER:

NAME IN PRINT

SIGNATURE

DATE

BID MANAGEMENT:

NAME IN PRINT

SIGNATURE

DATE

X = REQUIRED

YES = SUBMITTED / RECEIVED

NO = NOT SUBMITTED / NOT RECEIVED

NOTICE !!!!! NOTICE!!!!

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

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

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

CLOSING DATE: 2023/01/27 @ 11:00

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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN POLICE SERVICE					
BID NUMBER:	19/1/9/1/78 TV (22)	CLOSING DATE:	2023-01-27	CLOSING TIME:	11:00
DESCRIPTION	CONVERSION OF FIVE (5) EXISTING MERCEDES BENZ SPRINTER 516 PANEL VANS INTO MOBILE INCIDENT COMMAND CENTERES FOR SOUTH AFRICAN POLICE SERVICE, VOSIBLE POLICING: GAUTENG PROVINCE				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:			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		
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					
TAX COMPLIANCE STATUS VERIFICATION		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

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SBD1

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

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

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SUPPLIER TO COMPLETE		
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		
Supplier Number in POLFIN		

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

C. CHECKLIST OF DOCUMENTS		CROSS REFERENCE	YES	NO	N/A
1.	Copy of Business entity's Registration Documents: i.e. CK2 form <ul style="list-style-type: none"> 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 	Approved on CSD			
2.	Business entity's Vat Registration Certificate	Approved on CSD			
3.	Current Business entity original Tax Clearance Certificate	Approved on CSD			
4.	Identity Documents of Shareholders/Directors/Passport Documents	Approved on CSD			
5.	Proof of CIDB Registration	Approved on CSD			
6.	Registration of bank account details	Approved on CSD			
7.	B-BBEE Status level verification certificate	Approved on CSD			



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/78TV (22)

SPECIAL CONDITIONS OF CONTRACT

BID NUMBER: 19/1/9/1/78TV (22)

CONVERSION OF FIVE (05) SUPPLIED VEHICLE INTO INCIDENT COMMAND

VEHICLE FOR THE SOUTH AFRICAN POLICE SERVICE: VISIBLE POLICING:

GAUTENG PROVINCE

CLOSING DATE AND TIME OF BID:

2023/01/27 @ 11h00

BID VALIDITY PERIOD: 90 DAYS



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/78TV (22)

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SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/78TV (22)

1. ABBREVIATIONS

- BAC: Bid Adjudication Committee
B-BBEE: Broad-Based Black Economic Empowerment
CPA: Contract Price Adjustment
ISO: International Organisation for Standardisation
QC: Quality Control
ROE: Rate of Exchange
SABS: South African Bureau of Standards
SANAS: South African National Accreditation System
SBD: Standard Bidding Document
STATS SA: Statistics South Africa
VAT: Value- Added Tax
MIB : Manufacturing Importer Builder



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/78TV (22)

2. BID DOCUMENT CHECK LIST

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



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/78TV (22)

3. SECTION A

3.1 SCOPE

The South African Police Service requires prospective bidders to submit bids for the conversion of five (05) existing Mercedes Benz s printer 516 panel vans into Mobile incident command SAPS vehicles to the South African Police Service in accordance with **Spec 323248/2022**

3.1 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.

3.2 BID INFORMATION/BRIEFING SESSION

No briefing session will be held.

3.3 EVALUATION CRITERIA

The evaluation process will be conducted in phases as follows:

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



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/78TV (22)

be completed and
signed.

3.3.1 PHASE 1: PRE-QUALIFICATION CRITERIA

B-BBEE status level of contributor

It is a condition of this bid that only one or more of the following bidders may respond to this bid:

A bidder having a B-BBEE status level of contributor 1 - 8 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or an original valid sworn affidavit at the closing date and time of the bid in order to prove compliance.

Once a bid has complied with the pre-qualification criteria, it would further be evaluated in phase 2

PHASE 2: 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**.

3.4 PHASE 2: 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



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SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/78TV (22)

Preference Point Claim Form SBD 6.1	YES – Generally, non-submission will lead to a zero score for B-BBEE.
General Conditions of Contract	NO – Bidders must only familiarise themselves with the content of the document
Special Conditions of Contract	NO - Bidders must sign acknowledgement that they familiarise 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.

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.**

Declaration of Interest – SBD 4	YES – Please complete and sign the supplied form.
Declaration certificate for local production and content for designated sectors- SBD 6.2	YES - (Together with annexure C) All enquiries in respect of local content to be directed to Department of Trade and Industry: Dr Tebogo Makube: TMakube@thedti.gov.za Tel 012 394 3927
Tax Clearance Requirements	YES – The CSD and the tax status pin are the approved method that will be utilized to verify tax compliance.
Central Supplier Database registration	YES – Please submit CSD registration number or CSD report to prove registration.



South African Police Service

Request for Bid : 0000003224

Report Run By: Victor Mpshane (0529154-2)
Date: 11/28/2022 11:33:43

SAPS Bid No.	19-1-9-1-78TV (22)	No Supplier Selected, or the default contact person is not set
Document No:	0000003224	
Description:	CONVERSION OF FIVE (5) EXISTING MERCEDES BENZ SPRINTER 516 PANEL VANS INTO MOBILE INCIDENT COMMAND CENTERS FOR SOUTH AFRICAN POLICE SERVICE, VISIBLE POLICING: GAUTENG PROVINCE	Company Name:
Currency:	ZAR	Attention:
Closing Date:	2023/01/27 11:00:00	Tel No:
Status:	Published	Fax No:
		Cell No:
		Email:

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PRICING SCHEDULE							
Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required		
9825T05082668	SPECIAL SERVICE, CONVERSION OF SAPS VEHICLES, INCIDENT COMMAND CENTRE ***	VISIBLE POLICING HQ		Each			
Line Comment		Lead Time	Quantity Required	Quantity Available	Unit Cost (Incl VAT)		
			1				

Questionnaires

THE 80/20 QUESTIONNAIRE EVALUATION TEMPLATE V2

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

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

ITEM LEVEL - GENERAL QUESTIONNAIRE

Kindly state the Brand and Model offered

Kindly state the Country of origin

Does the offer comply with the specification?	<input type="radio"/> YES <input type="radio"/> NO
If not to specification, indicate deviation(s)	<div><div></div><div></div></div>
Are the DELIVERY CHARGES fixed and firm?	<input type="radio"/> YES <input type="radio"/> NO
NOTE: ALL DELIVERY COSTS MUST BE INCLUDED IN THE BID PRICES FOR DELIVERY AT THE PRESCRIBED DESTINATIONS. Did you submit a delivered price, i.e. All delivery costs included in the price offered.	<input type="radio"/> YES <input type="radio"/> NO
Have forms SBD1, SBD4, SBD6.1, SBD 8 and SBD 9 been completed and signed?	<input type="radio"/> YES <input type="radio"/> NO
Kindly indicate the profit margin (before tax) applied to the item	<div></div>

Attachment Description	Attachment File Name
	COVER PAGE OF BID 78TV (22).pdf
	LOGO COVER PAGE FOR BIDS 78TV M-BENZ.doc
	BID DOC CHECKLIST 78TV M-BENZ.docx
	NOTICE 78TV M-BENZ.docx
	SBD 1 78TV (22) M-BENZ.docx
	CSD FORM.docx
	SPECIAL CONDITIONS OF M-BENZ 78TV (22).pdf
	NEW SBD 4 (2022).pdf
	SBD 5 FORM.pdf
	SBD 6 1 in terms of PPR 2017 docx 8020.docx
	SPECIFICATION OF M-BENZ SPRINTER 78TV (22).pdf
	NEW GCC JULY 2010 (2).pdf

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 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.

SBD4

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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.

SBD4

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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.

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 X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Elias 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;
- 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.....

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the **80/20** system for requirements with a Rand value of **up to R50 000 000** (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the **...80/20.....** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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



Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:
ADDRESS
.....
.....



**SPECIFICATION CONVERSION OF SUPPLIED VEHICLE INTO AN INCIDENT
COMMAND VEHICLE**

SPEC:323248/2022
2022-9-27

REV: 002

DESCRIPTION

PARTICULARS OF BID

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

1.	<u>GENERAL:</u>	STATE: COMPLY OR DO NOT COMPLY
1.1	The South African Police Service Gauteng requires the conversion of five (5) x 2020 year model Mercedes Benz Sprinter 516 panel vans into incident command vehicles. The vehicles will be supplied by the SAPS. ICN: 9825T05082668	
1.2	The S A Police Service takes no responsibility for the violation of any patent rights.	-----
1.3	All equipment must be supplied by the bidder, except where stated otherwise.	-----
1.4	All radio equipment will be supplied by the SAPS.	-----
1.5	Product training must be provided for the operation of the unit for 10 members Manuals and technical information must be included.	-----
2.	<u>REQUIREMENTS:</u>	
2.1	Two (2) workstations must be provided. Both workstations must have a radio operator and computer operator station capabilities.	-----
2.2	Both workstations must be provided with an upholstered swivel chair, with lay-straps mounted on a stanchion, fixed to the vehicle floor, to enable operations during travel.	-----

BRIGADIER

M.P JOSEPH

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SPECIFICATION CONVERSION OF SUPPLIED VEHICLE INTO AN INCIDENT COMMAND VEHICLE

SPEC:323248/2022
2022-9-27

REV: 002

DESCRIPTION

PARTICULARS OF BID

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

2.3	All workstations must have an adequate workspace to allow the operator to conduct operational activities, such as writing and taking statements.	-----
2.4	The interior must be soundproofed along the entire surface area of the unit, including the roof, sliding door and rear access doors.	-----
2.5	The sound seal must be flame retardant and dust and dirt-resistant.	-----
3	<u>CONFERENCE FACILITY:</u>	
3.1	The front of the unit must be converted into a conference facility to allow at least four (4) personnel members to operate within the unit.	-----
3.2	Both driver and passenger seats must be able to swivel backwards to form part of the conference area.	-----
3.3	An additional flip-up bench/seat to allow additional seating for at least two (2) members must be provided.	-----
3.4	The command vehicle must be equipped with a panel board that allows the commander to download all tactical information onto the onboard laptop computer.	-----
4.	<u>CUPBOARDS:</u>	
4.1	Two (2) full-length cupboards with 2 adjustable shelves per cupboard must be fitted.	-----

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SPECIFICATION CONVERSION OF SUPPLIED VEHICLE INTO AN INCIDENT COMMAND VEHICLE

SPEC:323248/2022
2022-9-27

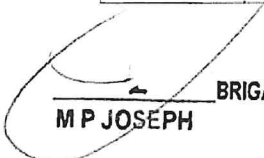
REV: 002

DESCRIPTION

PARTICULARS OF BID

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

4.2	All cupboards to be fitted with piano hinged doors with latches top and bottom to prevent doors from coming ajar whilst the vehicle is being driven.	-----
5.	<u>RADIO RACK:</u>	
5.1	A radio rack, fitted with a purpose build a sliding cupboard door to allow access to all instruments whilst permitting full security of the systems must be provided.	-----
5.2	Space must be provided for the SAPS Motorola Tetra Base radio station, and provision must be made for the 12V required electrical interface and speaker.	-----
5.3	Provision must be made for at least six (6) portable SAPS Motorola radios to fit in the rack.	-----
6	<u>BAR FRIDGE:</u>	
6.1	The unit must be supplied with a bar fridge of 120l capacity fitted into a space close to the sliding door, in the conference facility area.	-----
7	<u>AIRCONDITIONER UNIT:</u>	
7.1	The unit must be fitted with a 13500 BTU 220 VAC air conditioner unit mounted on the roof of the vehicle.	-----
7.2	The unit must have a warm/cold function.	-----
7.3	The air conditioner unit must only operate with the vehicle in the stationary position whilst connected to 220 VAC.	-----

 **BRIGADIER**
M P JOSEPH

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SPECIFICATION CONVERSION OF SUPPLIED VEHICLE INTO AN INCIDENT COMMAND VEHICLE

SPEC:323248/2022
2022-9-27

REV: 002

DESCRIPTION

PARTICULARS OF BID

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

8	<u>FLOOR:</u>	
8.1	An anti-static floor covering must be supplied.	_____
9	<u>RECORDER:</u>	
9.1	8-Channel Embedded DVR must be installed with 8 HD cameras in total that can record during day and night with clear and crisp picture quality.	_____
9.2	A Hard drive of at least 4 terabytes must be supplied.	_____
9.3	Real-time display.	_____
9.4	High definition recording resolution of 1080P.	_____
9.5	Alarm sensor.	_____
9.6	The system must have the capability to send recorded information off-site.	_____
9.7	Record all channels at the same time.	_____
9.8	The date, time and camera name(description) must be imprinted into the recording.	_____
10	<u>COMPUTER SYSTEM:</u>	
10.1.1	Sufficient space must be provided for a computer laptop which will be supplied by SAPS TMS services.	_____

 **BRIGADIER**
M P JOSEPH

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SPECIFICATION CONVERSION OF SUPPLIED VEHICLE INTO AN INCIDENT COMMAND VEHICLE

SPEC:323248/2022
2022-9-27

REV: 002

DESCRIPTION

PARTICULARS OF BID

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

10.1.2	The supplier must provide and install one (1) x LTE router with a sim slot inside the vehicle.	_____
10.2	<u>PRINTER:</u>	
10.2.1	A multifunction inkjet colour printer must be supplied. (High capacity paper tray preferred) State: Make and model of printer: _____	_____
10.2.2	Must support mobile Wi-Fi printing technologies.	_____
10.2.3	Must be able to print and scan on both faces of the paper.	_____
10.2.4	Scan files directly to email, USB, and network folders.	_____
10.2.5	Must be able to print wirelessly even without the network(Direct Printing).	_____
11	<u>GPS SYSTEM:</u>	
11.1	A double din infotainment system with Global Positioning System capabilities must be provided and installed. State: Make and model of GPS: _____	_____
11.2	It must come complete with pre-installed maps as well as lifetime free map updates.	_____

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SPECIFICATION CONVERSION OF SUPPLIED VEHICLE INTO AN INCIDENT COMMAND VEHICLE

SPEC:323248/2022
2022-9-27

REV: 002

DESCRIPTION

PARTICULARS OF BID

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

11.3	It must have a large capacitive HD screen that is clear and touch-sensitive.	-----
11.4	The screen must feel natural and must be comfortable on the eyes.	-----
12	<u>PA SYSTEM:</u>	
12.1	The PA system to be supplied must come with a Wireless microphone. State: Make and model of PA System: -----	-----
12.2	The supplied PA system must be rugged and handle everyday operations.	-----
12.3	The PA system must be able to drive two-way loudspeakers.	-----
12.4	The PA system supplied must have the capability to reduce distortion for better clarity.	-----
12.5	The PA system to be supplied must be portable and have wheels for easy transport.	-----
12.6	The PA system to be supplied must have a rechargeable battery system.	-----
12.7	<u>THE PA SYSTEM MUST BE SUPPLIED WITH:</u>	
12.7.1	220V AC cord.	-----

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SPECIFICATION CONVERSION OF SUPPLIED VEHICLE INTO AN INCIDENT COMMAND VEHICLE

SPEC:323248/2022
2022-9-27

REV: 002

DESCRIPTION

PARTICULARS OF BID

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

12.7.2	Rechargeable battery pack.	_____
12.7.3	1 x Tri-pot.	_____
12.7.4	1 x Compatible Microphone.	_____
12.7.5	1 x Battery level indicator.	_____
13	<u>ELECTRICAL SYSTEMS : 220 VAC / 12 VDC</u>	
13.1	The electrical system is vital to the functioning of the unit and must meet/exceed requirements and workmanship must be high quality.	_____
13.2	<u>THE ELECTRICAL SYSTEM MUST CONSIST OF THE FOLLOWING:</u>	
13.2.1	An easy-to-access solar battery rack with good ventilation, as well as 130 Ah Lithium deep cycle batteries, must be provided.	_____
13.2.2	1 x Linear charger unit capable to charge installed batteries must be provided.	_____
13.2.3	1 x 220 VAC share line waterproofed connection.	_____
13.2.4	1 x 220 AC 24 m cable on auto reel retractor to use in case 220v ac is unavailable to charge system.	_____
13.2.5	A minimum of three (3) 15 Amp 220 VAC plug points must be supplied with 2 x 2.1Amp USB charging ports included in the plug.	_____

SPECIFICATION CONVERSION OF SUPPLIED VEHICLE INTO AN INCIDENT COMMAND VEHICLE

SPEC:323248/2022
2022-9-27

REV: 002

DESCRIPTION

PARTICULARS OF BID

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

13.2.6	1 x Rotary master switch with illuminated selector. (yellow)	_____
13.2.7	Minimum of six (6) high brightness LED interior ceiling-mounted work lights.	_____
13.2.8	16 Amp 3 pin waterproofed socket installed on the exterior of the vehicle.	_____
13.2.9	2 x Digital voltmeters.	_____
13.2.10	2 x Digital amp meters.	_____
13.2.11	1 x 5 KvA (minimum surge protector.	_____
13.2.12	A minimum of twelve (12) magnetic circuit breakers.	_____
13.2.13	2 x Commercial duty cooling fans.	_____
14	<u>WIRING AND LIGHTS:</u>	
14.1	All wiring must be accommodated in power skirts which must form an integral part of the overall design to allow wiring to be run without any alteration to the interior layout.	_____
14.2	All cables must be enclosed in polyethylene tubing and the end of the cables must be sealed with colour-coded shrink-wrap, identifying the function of the cable.	_____
14.3	All added electrical circuits must be protected from overcurrent utilizing	_____

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SPECIFICATION CONVERSION OF SUPPLIED VEHICLE INTO AN INCIDENT COMMAND VEHICLE

SPEC:323248/2022
2022-9-27

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DESCRIPTION

PARTICULARS OF BID

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

	resettable circuit breakers rated for the load.	
14.4	All circuit breakers and functions are to be identified by engraved labels.	-----
14.5	Wiring that passes through the sheet metal, bulkheads and structural supports, plastic grommets must be used to protect both wirings and looms.	-----
14.6	All wire bundles must be tied with flat nylon tape or ties, 150 mm centres, maximum.	-----
14.7	The complete 12 VDC wiring system and electrical appliances must be according to modern automotive standards throughout the installation.	-----
14.8	All auxiliary subsystems will be powered via a distribution box and related circuitry and fuses.	-----
14.9	All the systems must be powered from an onboard battery pack that is recharged accordingly. (The air conditioner and outside LED lights will be powered from an external 220 VAC/source).	-----
14.10	An extra alternator must be fitted to the vehicle to assist in the charging of rechargeable batteries during the normal operation of the vehicle.	-----
14.11	The power system must allow a minimum of 6 hours, 100% duty cycle without external 220 VAC support.	-----
14.12	Additional perimeter lights are to be installed on the outside of the vehicle with their own individual light switches.	-----

SPECIFICATION CONVERSION OF SUPPLIED VEHICLE INTO AN INCIDENT COMMAND VEHICLE

SPEC:323248/2022
2022-9-27

REV: 002

DESCRIPTION

PARTICULARS OF BID

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

15	<u>DISTRIBUTION BOARD:</u>	
15.1	A purpose-built electrical distribution board must be fitted and form an integral part of the 19" radio rack. (section 5)	-----
15.2	<u>THE DISTRIBUTION BOARD MUST ACCOMMODATE CIRCUIT BREAKERS FOR THE FOLLOWING:</u>	
15.2.1	All interior lights.	-----
15.2.2	12V DC charger units for portable radios.	-----
15.2.3	Laptop computers.	-----
15.2.4	CCTV Control Cameras.	-----
15.2.5	All Radio Systems.	-----
15.2.6	220VAC fridge.	-----
15.2.7	220VAC mains earth leakage circuit breaker.	-----
15.2.8	220VAC air conditioning unit.	-----
15.2.9	220VAC LED scene lights.	-----
15.2.10	Mast light/camera system.	-----
15.2.11	2 x Flat Screen monitors.	-----

SPECIFICATION CONVERSION OF SUPPLIED VEHICLE INTO AN INCIDENT COMMAND VEHICLE

SPEC:323248/2022
2022-9-27

REV: 002

DESCRIPTION

PARTICULARS OF BID

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

15.3	The DB board must be fitted with a hinged cover to allow for easy access to all electrical wiring.	_____
16	<u>EARTH:</u>	
16.1	A proper copper rod to earth the unit must be supplied.	_____
17.	<u>TOW BAR:</u>	
17.1	A tow bar must be fitted to the vehicle supplied to enable the towing of trailers.	_____
17.2	A 50mm swan neck style galvanised tow ball must be installed onto the tow bar of the vehicle.	_____
17.3	Lights installed outside of the vehicle, must comply with the latest provisions of the Road Traffic Legislation.	_____
17.4	A seven-pin 12-volt electrical female coupling shall be supplied and installed to connect the lights of a towed trailer to the vehicle.	_____
18	<u>AWNING:</u>	
18.1	The unit must be fitted with a 3m awning with a self-supporting frame, on the passenger (left) side only.	_____
18.2	The awning must be housed in its own purpose-built weatherproof housing and must be easily accessible from the outside of the vehicle.	_____

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19.	<u>SAFETY:</u>	
19.1	The vehicle must conform to all safety features/aspects as laid down by Road Traffic and Road Transport Legislation and OHS Legislation.	-----
20.	<u>WORKMANSHIP AND MATERIALS</u>	
20.1	Materials must be new and of the appropriate grade and size.	-----
20.2	Workmanship and finish must be in accordance with first-quality trade practice.	-----
20.3	All manufacturing must be done in such a way that bacteria growth will be prevented due to hygienic considerations.	-----
20.4	Any welds, whether spaced or full, must be free from slack, inclusions, scale or pits, and must have no porosity.	-----
21.	<u>INSPECTION AND ACCEPTANCE:</u>	
21.1	All materials, workmanship and construction shall be subjected to inspection and acceptance by a representative of the Divisional and Provincial Vehicle Fleet Management S A Police Service.	-----
22.	<u>PROTO TYPE:</u>	
22.1	The first converted unit shall be subjected to inspection and acceptance by the end-user. Upon approval, <u>all units thereafter must be of the same quality and standards.</u>	-----

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22.2	The successful bidder must prepare and present a QCP (Quality Control Plan) to Vehicle Fleet Management before modifications and manufacturing.	_____
23.	<u>CERTIFICATION:</u>	
23.1	The bodybuilder who is entrusted to do the conversion must issue a HOMOLOGATION LETTER, e-natis model number obtained from NRCS and weighbridge certificate to the SAPS Gauteng vehicle fleet before delivering the units.	_____
24.	<u>ROAD TRAFFIC LEGISLATION</u>	
24.1	The converted units must comply in all respects with the requirements of the latest provisions of the Road Traffic Legislation.	_____
25.	<u>DELIVERY:</u>	
25.1	The units must be delivered to 19 Mclean Street, Chamdor, Krugersdorp Gauteng.	_____
26.	<u>GUARANTEE:</u>	
26.1	All units must be guaranteed according to Government Procurement: General Conditions of Contract.	_____

BRIGADIER

M P JOSEPH

SIGNATURE: END USER

2022-10-26

DATE

Annexure A

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
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19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

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

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

**25. Force
Majeure**

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

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

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

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

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

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