



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: 19/1/9/1/156 TR (22)

Date: _____

Enquiries: _____

Tel no: _____

Fax no: _____

Sir / Madam

REQUIRED BY THE SOUTH AFRICAN POLICE SERVICE

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

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

- ! The conditions contained in the attached annexures apply.
- ! The bid must be submitted in a sealed envelope with the name and address of the bidder with the bid number closing date indicated on the envelope. The cover or envelope must not contain documents relating to any bid other than that shown on the cover or envelope.

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

BRIGADIER

ACTING COMPONENT HEAD: PROCUREMENT & CONTRACT MANAGEMENT
JS SMIT

01/156TR(22)

PLEASE NOTE



BID NO: 19/1/9/1/156TR (22)

CLOSING TIME: 11:00 ON 2023-06-07

DATE: 2023-05-30

***VENUE: SAPS PHUMULANI POLICE BARRAKS, 3 LEEUBEKKIE STREET SILVERTON,
PRETORIA, 0184***

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 SPECIFICATION AND THE SPECIAL REQUIREMENTS AND CONDITIONS OF THE BID, FAILURE TO COMPLY WILL INVALIDATE YOUR OFFER.

NOTED BY THE BIDDER:

.....
SIGNATURE: BIDDER

.....
DATE

02/156TR (22)



BID DOCUMENT CHECKLIST

BID NO: 19/1/9/1/156 TR (22)

DESCRIPTION: BID NO 19/1/9/1/156 TR (22 SUPPLY, DELIVERY AND PRODUCT TRAINING FOR ULTRA HIGH FREQUENCY ANALOGUE MOBILE TWO-WAY RADIOS TERMINAL NATIONALLY FOR A PERIOD OF TWO (2) YEARS:
DIVISION: TECHNOLOGY MANAGEMENT SERVICES (Mark with Yes or No)

		Procurement Office	Bidder	Bid Management
NO.	REQUIREMENTS			
1	Total points for Price and specific goals SBD 6.1)	X		
2	SBD forms (1,4, 6.1)	X		
3	SBD5 (if the threshold exceeds R10 mil)	X		
4	Pricing Schedule	X		
5	Central Supplier Database (CSD)	X		
6	Profit Margin	X		
7	Special Requirements and Conditions of the Bid	X		

BIDDER:

NAME IN PRINT

SIGNATURE

DATE

BID MANAGEMENT:

NAME IN PRINT

SIGNATURE

DATE

X = REQUIRED

YES = SUBMITTED / RECEIVED

NO = NOT SUBMITTED / NOT RECEIVED

03/156TR(22)

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

**ALL BID DOCUMENTS MUST BE
HANDED IN AND REGISTERED AT
SECURITY OFFICE BY THE PERSON
HANDING IN THE DOCUMENTS AT 117
CRESSWELL ROAD SILVERTON,
PRETORIA SCM: ON OR BEFORE 2023-
06-07**

**A NON COMPULSORY BRIEFING
SESSION WILL BE HELD ON 2023-05-
30@ 10:00am**

**VENUE: SAPS PHUMULANI POLICE
BARRAKS, 3 LEEUBEKKIE STREET
SILVERTON, PRETORIA, 0184**

04/156TR (22)

PART A INVITATION TO BID

1. YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN POLICE SERVICE					
BID NUMBER:	19/1/9/1/156TR (22)	CLOSING DATE:	07 JUNE 2023	CLOSING TIME:	11:00 AM
DESCRIPTION:	SUPPLY, DELIVERY AND PRODUCT TRAINING FOR ULTRA HIGH FREQUENCY ANALOGUE MOBILE TWO-WAY RADIOS TERMINAL NATIONALLY FOR A PERIOD OF TWO (2) YEARS: DIVISION: TECHNOLOGY MANAGEMENT SERVICES				
2. BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:			3. BID RESPONSE DOCUMENTS MAY BE POSTED TO:		
DIVISIONAL COMMISSIONER SUPPLY CHAIN MANAGEMENT SOUTH AFRICAN POLICE SERVICE 117 CRESWELL ROAD SILVERTON PRETORIA 0184			DIVISIONAL COMMISSIONER SUPPLY CHAIN MANAGEMENT SOUTH AFRICAN POLICE SERVICE PRIVATE BAG X254 PRETORIA 0001		
4. BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			5. TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	CAPT EG PAUL		CONTACT PERSON	LT COL MASHA/ Col Nyembe	
TELEPHONE NUMBER	(012) 841 7720		TELEPHONE NUMBER	012 841 7978/7070	
FACSIMILE NUMBER	(012) 841 7071		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	PaulEG@saps.gov.za		E-MAIL ADDRESS	Masha@saps.gov.za NyembeN@saps.gov.za	
6. SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE NUMBER:	MAAA
CENTRAL SUPPLIER DATABASE REGISTRATION REPORT	[TICK APPLICABLE BOX] ☐ Yes ☐ No				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART A:8]
8. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES ☐ NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

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PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

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OFFICE USE ONLY

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

SUPPLIER INFORMATION

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

C. CHECKLIST OF DOCUMENTS A		CROSS REFERENCE	YES	NO	N/A
1)	Copy of Business entity's Registration Documents: i.e. CK2 form	Approved on CSD			
•	For Close Corporations – a copy of the CIPRO report showing the directors/owners/members of the cc				
•	For Pty Ltd – a copy of the CIPRO report as well as a copy of the shareholders agreement or a letter from your auditors confirming the shareholding of the company				
•	Copy of shareholders/members certificates / agreements				
2)	Business entity's Vat Registration Certificate	Approved on CSD			
3)	Current Business entity original Tax Clearance Certificate	Approved on CSD			
4)	Identity Documents of Shareholders/Directors/Passport Documents	Approved on CSD			
5)	Proof of CIDB Registration	Approved on CSD			
6)	Registration of bank account details	Approved on CSD			
7)	B-BBEE Status level verification certificate	Approved on CSD			
7.1	B-BBEE original/Certify copy attached				
8.	Applicable certificate for work to be executed according to the tender/quotation attached.				

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

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

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

Name of bidder.....	Bid number 19/1/9/156TR(22)
Closing Time 11:00	Closing date: 2023-06-07

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

Item Nr	ICN NUMBER	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)	COUNTRY OF MANUFACTURE
1	5820T05062644	UHF MOBILE RADIO (COMPLETE)	1		
2	5820T05062646	UHF MOBILE CONTROL HEAD	1		
3	5340T05062647	UHF MOBILE MOUNTING BRACKET	1		
4	5340T05062648	UHF MOBILE CONTROL HEAD MOUNTING BRACKET	1		
5	5985T05062650	UHF MOBILE SPEAKER WITH PLUG	1		
6	5950T05062651	UHF MOBILE BOOT MOUNT SIGNAL CABLE	1		
7.	5950T05062652	UHF MOBILE POWER CABLE	1		
8.	7610T05062653	UHF MOBILE TECHNICAL MANUAL	1		
9.	6625T05062654	UHF MOBILE PROGRAMMING KIT	1		
10.	5895T05062655	UHF MOBILE MICROPHONE	1		
11	9825T05062645	UHF MOBILE TECHNICAL PRODUCT TRAINING	1		
12	5965T05067827	HOOK MICROWAVE RADIO	1		
13	9825T05065163	UHF MOBILE DELIVERY PER PROVINCE	1		
		1. Western Cape			
		2. Eastern Cape			
		3. Northern Cape			

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		4. Mpumalanga			
		5. Free State			
		6. Kwazulu- Natal			
		7. Limpopo			
		8. North West			

- Required by: **SAPS Technology Management Services**
- At: **Technology Management Services (NATIONAL)**
- Brand and model
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/not firm
- Delivery basis

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

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

*Delete if not applicable

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BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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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

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This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1. PILLARS OF THE PROGRAMME

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

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2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

4. PROCESS TO SATISFY THE NIP OBLIGATION

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

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

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

Bid number: Closing date:

Name of bidder:

Postal address:

Signature: Name (in print):

Date:

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$		

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

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SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/156 TR (22)

SPECIAL CONDITIONS OF CONTRACT

BID NUMBER: 19/1/9/1/156 TR (22)

**SUPPLY, DELIVERY AND PRODUCT TRAINING FOR
ULTRA HIGH FREQUENCY ANALOGUE MOBILE
TWO-WAY RADIOS TERMINAL NATIONALLY FOR A
PERIOD OF TWO (2) YEARS: DIVISION:
TECHNOLOGY MANAGEMENT SERVICES**

CLOSING DATE AND TIME OF BID: 2023-06-07@ 11h00

BID VALIDITY PERIOD: 90 DAYS

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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

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2. BID DOCUMENT CHECK LIST

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

3. SCOPE

Supply, Delivery and Product Training for Ultra High Frequency Analogue Mobile Two-way Radios Terminal Nationally for a period of two (2) years: Division: Technology Management Services in accordance with Specification no. 217/2023.

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

Non Compulsory Briefing Session will be held.

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4.3 EVALUATION CRITERIA

The evaluation process will be conducted in phases as follows:

Phase 1	Phase 2	Phase 3	Phase 4	Phase 5
Administrative and Mandatory Bid Requirements	Price and Specific goals	Technical Compliance	Sample	Site visit/ Due diligence
Compliance with Mandatory and Administrative Bid requirements. SBD forms must be completed and signed.	Bids evaluated in terms of the 80/20	Compliance to technical/ Specification requirements	Samples will be requested from shortlisted bidders.	Site visit and Due diligence will be conducted at bidder's premises and SAPS.

4.3.1 PHASE 1: ADMINISTRATIVE AND MANDATORY BID REQUIREMENTS

4.3.1.1 ADMINISTRATIVE BID REQUIREMENTS

Bidders' must submit all requirements indicated hereunder with the bid documents at the closing date and time of the bid. During this evaluation phase, bidder's responses will be evaluated based on the documents submitted. Bidders who fail to comply with any of administrative requirements may be disqualified.

ADMINISTRATIVE DOCUMENTS - NAME OF THE DOCUMENT THAT MUST BE SUBMITTED	
Invitation to Bid – SBD 1	YES – Please complete and sign the supplied form
Declaration of Interest – SBD 4	YES – Please complete and sign the supplied form.
SBD 5 National Industrial Participation Pro ram	YES- (if above R10 million).
Preference Point Claim Form SBD 6.1	YES – Generally, non-submission will lead to a zero score preference points.
Tax Clearance Requirements	YES – The <u>CSD</u> and the <u>tax status pin</u> 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.

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General Conditions of Contract	NO – Bidders <u>must only familiarise</u> themselves with the content of the document
Special Conditions of Contract	YES - Bidders must sign acknowledgement that they <u>familiarise</u> themselves with the content of the document
Cost components	YES – Please submit the completed cost component breakdown as per example in the Special Conditions of Contract.
Authorisation Declaration	YES – Bidders sourcing products from a third party must submit the authorisation declaration letter of the third party. The said company or supplier must: • confirm that it has familiarised itself with the item description, specifications and bid conditions. • If the bid consist of more than one item, it should be clearly indicated in respect of which item(s) the supportive letter has been issued. • It must be indicated in the above-mentioned letter that firm supply arrangements have been made and all financial arrangements with regard to payment between the prospective bidder and manufacturer, company or supplier issuing such a letter has been finalized and terms and conditions mutually agreed upon.

4.3.1.2 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.

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Bidders who fail to comply with any of the mandatory and other requirements will be disqualified.

Pricing Schedule	YES – Please complete the price in the pricing schedule on the closing date and time. Please take note that lead times may be regarded as administrative and maybe requested if not completed
Specification	The bidder must indicate in handwriting with Comply for compliance with the requirements and Not Comply for non-compliance with the requirements in the relevant column of every specification field. Failure to do this will be interpreted as Not Comply . Bidders must avoid to use a tick (✓) or (×) the word “Comply or Not Comply” Must be handwritten in each row.
Certificate of Approval	Yes - A certificate of approval must be in the name of the bidder from the Independent Communication Authority of South Africa (ICASA) for use of the Uhf analogue portable terminal offered in the RSA and must be submitted with the bid documents. Failure to submit this certificate of approval on time and date of bid closure or proof from ICASA will result in the non-acceptance of the bidder's offer.
Samples	Yes - Samples will be requested from shortlisted bidders. Failure to submit the sample when requested will invalidate the bidder's offer.

4.3.2 PHASE 2: PREFERENCE POINT SYSTEM AND PRICE

i. Preference points system 80/20

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

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

- b) The following formula will be used to calculate the points for price:

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Price of tender under consideration; and

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

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- 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.
- 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.

4.3.3 PHASE 3: TECHNICAL COMPLIANCE

This phase entails the evaluation of bids for technical compliance with reference to line item requirements.

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4.3.4 PHASE 4: SAMPLE

4.3.4.1 SAMPLES TO BE SUBMITTED FOR VISUAL SCREENING

- a) Samples will be requested from shortlisted bidders only for the purpose of visual screening of products offered for compliance to specification during the evaluation phase.
- b) Shortlisted bidders must submit only one sample for each item offered for physical evaluation, Within three (3) days of being requested to do so. **Failure to submit the required sample will invalidate your bid.**
- c) Samples must be submitted but recorded/labelled accordingly to indicate all the item numbers represented.
- d) All samples submitted for visual screening must be a true representation of the product which will be supplied. Samples of all items awarded against this bid will be retained for the duration of the contract period
- e) Unsuccessful bidders who have submitted samples, will be informed to collect such items within **3 months of the commencement of the contract**. Samples not collected within this 3-months from the commencement of the contract will be disposed of at the discretion of the South African Police Service.
- f) Failure to submit the required sample by shortlisted bidders, will invalidate the bid for the item which a sample is not submitted.
- g) Samples will **ONLY** be accepted on the stipulated date and time. No late samples will be accepted.
- h) The venue and date for submission of samples will be communicated to shortlisted bidders.

4.3.4.2 Marking and Submission of samples

The following requirements for the marking and submission of samples are applicable to samples that are submitted for visual screening as well as for samples submitted to testing institutions.

- a) Samples must be placed in suitable containers and be clearly marked with a **hang tag(s)** on the outside with the bid number, item number(s), and the bidder's name. This detail must appear on a label attached to each individual item package. For ease of handling during evaluation process, laminating stickers or loose papers should not be submitted with the sample as the identity of the sample can be misplaced.
- b) All samples, including the labelling requirements, must be a true representation of the product that will be supplied during the contract period. Once a bid has complied with technical compliance (sample evaluation), it would further be evaluated.

4.3.5 PHASE 5: SITE VISIT/ DUE DILIGENCE

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

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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.
- c) The pricing schedule will be accessible from the bid document. All prices must be submitted with the bid document.
- d) Conditional discounts offered will not be used for evaluation purposes.
- e) Pricing provided for term contracts must remain firm for the first year after signing of the contract. Contract price adjustments must be applied for

7. AUTHORISATION DECLARATION/ LETTER FROM THE MANUFACTURER

Any bidder the actual manufacturer and will be sourcing goods or services from another company must submit an unconditional letter from the company(ies) or supplier(s) confirming firm supply arrangement(s) in this regard, which has to accompany the bid at the closing date and time of bid. The said company or supplier must:

- confirm that it has familiarised itself with the item description, specifications and bid conditions
- If the bid consist of more than one item, it should be clearly indicated in respect of which item(s) the supportive letter has been issued.
- It must be indicated in the above-mentioned letter **that firm supply arrangements have been made and all financial arrangements with regard to payment between the prospective bidder and manufacturer, company or supplier issuing such a letter has been finalized and terms and conditions mutually agreed upon.**

Non-compliance with the above-mentioned special conditions would automatically invalidate the bid for such products offered."

The South African Police Service reserves the right to verify any information supplied by the bidder in the Authorisation Declaration and should the information be found to be false or incorrect, the South African Police Service will exercise any of the remedies available to it in the bid documents.

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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.

8. TAX COMPLIANCE REQUIREMENTS

It is a condition of this bid that the tax matters of a successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.

It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted; Bidders are required to be registered on the Central Supplier Database and the South African Police Service shall verify the bidder's tax compliance status through the Central Supplier Database.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database. The South African Police Service will not award a bid to any bidder whose tax matters are not in order.

9. FORMAT AND SUBMISSION OF BIDS

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

10. LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, will be returned unopened to the bidder.

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11. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

12. FRONTING

The SAPS supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the South African Police Service condemn any form of fronting.

The South African Police Service, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents.

Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.

Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the South African Police Service may have against the bidder / contractor concerned.

13. SUPPLIER DUE DILIGENCE

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

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

14. COMMUNICATION

SAPS: Procurement and Contract Management with permission of the BAC may communicate in writing with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.

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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 & SAMPLES

Procurement Management MGP & Services

Address : 117 Cresswell Street, Weavind Park, Pretoria.

Tel: (012) 841 7745/ 012 841 7978

E-mail: NyembeN@saps.gov.za / mashas@saps.gov.za

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.

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- 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

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.

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17. SECTION C

17.1 ROLES AND RESPONSIBILITIES

17.1.1 CONTRACT ADMINISTRATION

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

The Head: Procurement and Contract Management Supply Chain Management

Private bag x 254, Pretoria, 0001,

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

Full particulars of such circumstances as well as the period of delay must be furnished to the Section Head Bid Management: Supply Chain Management: SAPS – email: SmitJ3@saps.gov.za and Tel: 012-841 7119

17.1.2 SUPPLIER PERFORMANCE MANAGEMENT

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

17.2 ORDERS AND DELIVERY

17.2.1 ORDERS

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

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

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

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

17.2.2 DELIVERY

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

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

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

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

17.3 PRODUCT ADHERANCE / BRAND CHANGE

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

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

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

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

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

17.7 CONTRACT PRICE ADJUSTMENT

17.7.1 Formula

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

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

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

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

37/1156TR (22)



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/156 TR (22)

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

17.8 FORMULA COMPONENT DEFINITIONS

17.8.1 Adjustable amount

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

17.8.2 Fixed portion

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

38/156TR (22)



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/156 TR (22)

17.8.3 Cost components and proportions

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

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

17.8.4 Applicable indices / references

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

Cost component	Index Publication	Index Reference
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SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/156 TR (22)

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

17.8.5 Base Index Date

The base index date applicable to the formula is defined as the date at which the price adjustment starts. In this bid the base index date 2023-02-10

17.8.6 End Index Date

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

40/156TR(22)



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/156 TR (22)

17.8.7 Price Adjustment Periods

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

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

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

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

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

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

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

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.

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SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/156 TR (22)

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

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

19. BREACH OF CONTRACT

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

20. PACKAGING

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

NAME OF BIDDER:

NAME OF CONTACT PERSON:

CAPACITY:

SIGNATURE: DATE:

42/156TR (22)

SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR UHF ANALOGUE RADIO MOBILE TERMINALS NATIONALLY.

SCOPE OF REQUIREMENT

This specification calls for the supply and delivery of **UHF ANALOGUE MOBILE TERMINALS** and accessories for the South African Police Service with a channel capacity of at least 300 channels and a channel spacing of 12.5 kHz and 25kHz for a period of two (2) years.

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

This requirement is for a **two year** contract period. The procurement of the radios shall take place when the bid has been successfully awarded. **Quantities are price dependable and cannot be guaranteed.**

This bid will be awarded as a whole.

DOCUMENT FORMAT

This document is divided into five (5) subsections viz.

1. Bidders Conditions
2. General Requirements
3. General Technical Requirements
4. Detailed Technical Requirements
5. Appendix A

IMPORTANT NOTICE

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

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

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

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

One (1) set of original documentation and 2 sets of copies as per section 2.4 of this document.

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR UHF ANALOGUE RADIO MOBILE TERMINALS NATIONALLY.

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

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR UHF ANALOGUE RADIO MOBILE TERMINALS NATIONALLY.

DESCRIPTION		COMPLY/DO NOT COMPLY
1.4	SCHEDULING OF ITEMS - APPENDIX A	
1.4.1	The document shall include detailed lists of all additional items offered. All items that are included with the bidder's additional item shall be listed separately in an APPENDIX clearly labelled APPENDIX A "Items offered as additional items".	STATE:
1.4.2	This appendix shall be compiled by the bidder, in a table format with the following columns: a) Item number, b) Item name, c) Item description, d) Manufacturers name and part/code number of item, e) International ICN code if available, f) Quantity of the item, g) Item price including VAT, and h) Total price including VAT. This appendix shall be thoroughly and accurately completed.	STATE:
1.5	PRICING TABLE COMPLETION AND PRICE EVALUATION.	
1.5.1	The South African Police Service requires clearly defined pricing with distinction between items required in the radio installations in vehicles and items required in workshops for maintenance and support of the radios.	STATE:
1.5.2	This section on support accessories shall include at least the following:	
1.5.2.1	All available loudspeaker options for the radio.	STATE:
1.5.2.2	The complete programming equipment set for the radio including all required hardware interfaces and cables to connect the radio to a computer for programming of channel frequencies, channel spacing, signalling options and all other software programmable features of the radio.	STATE:
1.5.2.3	The complete maintenance manual for the radio.	STATE:

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR UHF ANALOGUE RADIO MOBILE TERMINALS NATIONALLY.

DESCRIPTION		COMPLY/DO NOT COMPLY
1.5.2.4	The complete operator manual for the radio. This will also be included in the complete radio package for installation.	STATE:
1.5.2.5	The test adaptor that would allow South African Police Service to connect instruments to the radio.	STATE:
1.6	STANDARDS AND SOUTH AFRICAN POLICE SERVICE REQUIREMENTS	
1.6.1	The radio offered shall comply with the requirements of publication SANS 1069 - 1 for FM mobile radios. The technical specifications of this document are based on SANS 1069 - 1 with ETSI 300 086:1991 incorporated and also SANS 1069 - 1985 section 12.3 for shock and vibration stability. An ETSI Test Certificate should be handed in for the product offered. An International Test Certificate is acceptable.	STATE:
1.7	SAMPLE	
1.7.1	A complete sample including Radio, Mounting brackets, Loudspeaker, Microphone, Cables, Programming software and programming cable or kit of the radio terminals the bidder intends to offer shall be requested from the recommended bidder after the first phase of the evaluation criteria. The sample will be tested at the South African Police Service premises and the Bidders premises. Complete UHF analogue mobile radio with a complete kit or accessories. All accessories to ensure a full working sample shall be submitted. Samples delivered for evaluation to the South African Police Service shall be clearly labelled with the Bid number, the Bidders name and contact persons details. All accessories to ensure a full working sample shall be submitted.	STATE:

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR UHF ANALOGUE RADIO MOBILE TERMINALS NATIONALLY.

DESCRIPTION		COMPLY/DO NOT COMPLY																																
1.7.2	The sample submitted shall be programmed with the following frequencies to allow South African Police Service Technology Management Services Section to perform functional tests on the equipment; <table><tr><th>CH NO.</th><th>TRANSMIT</th><th>RECEIVE</th><th>CH SPACING</th></tr><tr><td>1</td><td>407.6375MHz</td><td>417.6250MHz</td><td>25 kHz</td></tr><tr><td>12</td><td>407.6875MHz</td><td>417.6750MHz</td><td>25 kHz</td></tr><tr><td>30</td><td>408.5125MHz</td><td>408.5125MHz</td><td>25 kHz</td></tr><tr><td>70</td><td>409.8625MHz</td><td>419.8500MHz</td><td>25 kHz</td></tr><tr><td>119</td><td>409.1125MHz</td><td>419.1125MHz</td><td>12.5kHz</td></tr><tr><td>151</td><td>409.5125MHz</td><td>419.5125MHz</td><td>12.5kHz</td></tr><tr><td>189</td><td>419.1125MHz</td><td>409.1125MHz</td><td>12.5kHz</td></tr></table> ZVEI - 1 code: 244681	CH NO.	TRANSMIT	RECEIVE	CH SPACING	1	407.6375MHz	417.6250MHz	25 kHz	12	407.6875MHz	417.6750MHz	25 kHz	30	408.5125MHz	408.5125MHz	25 kHz	70	409.8625MHz	419.8500MHz	25 kHz	119	409.1125MHz	419.1125MHz	12.5kHz	151	409.5125MHz	419.5125MHz	12.5kHz	189	419.1125MHz	409.1125MHz	12.5kHz	STATE:
CH NO.	TRANSMIT	RECEIVE	CH SPACING																															
1	407.6375MHz	417.6250MHz	25 kHz																															
12	407.6875MHz	417.6750MHz	25 kHz																															
30	408.5125MHz	408.5125MHz	25 kHz																															
70	409.8625MHz	419.8500MHz	25 kHz																															
119	409.1125MHz	419.1125MHz	12.5kHz																															
151	409.5125MHz	419.5125MHz	12.5kHz																															
189	419.1125MHz	409.1125MHz	12.5kHz																															
1.7.3	Bidders shall be notified by email to collect their sample(s) as mentioned above after adjudication period. Samples must be collected within one (1) month after this notification. The sample of the successful bidder shall stay in possession of the South African Police Service for the first year of the contract. This is needed to ensure that the final product is identical to the sample offered to the South African Police Service for adjudication.	STATE:																																
1.7.4	The South African Police Service reserves the right to dispose of any sample or samples in any way they deemed fit, one (1) month after the above-mentioned notification. No exceptions will be made.	STATE:																																
1.7.5	The sample shall be complete and shall consist of the following items.																																	
1.7.5.1	The Radio.	STATE:																																
1.7.5.2	All the various installation options for the radio including at least a trunk mount and dash mount configuration set of accessories, including all required power cables, multi cables; mounting brackets etc. such that South African Police Service can do either a dash mount or trunk mount installation using the one sample radio.	STATE:																																
1.7.5.3	All available loudspeaker options for the radio.	STATE:																																

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR UHF ANALOGUE RADIO MOBILE TERMINALS NATIONALLY.

DESCRIPTION		COMPLY/DO NOT COMPLY
1.7.5.4	The complete programming equipment set for the radio including all required hardware interfaces and cables to connect the radio to a computer for programming of channel frequencies, channel spacing, signalling options and all other software programmable features of the radio.	STATE:
1.7.5.5	The complete maintenance manual for the radio.	STATE:
1.7.5.6	The complete operator manual for the radio.	STATE:
1.7.5.7	The test adaptor that would allow South African Police Service to connect instruments to the following lines on the radio:	
1.7.5.7.1	The Loudspeaker and microphone lines,	STATE:
1.7.5.7.2	The press to talk line,	STATE:
1.7.5.7.3	All other electronic ports of the radio that would need to be accessed for purposes of specification testing and fault analysis.	STATE:
1.7.5.8	Each hardware item shall be accompanied by a document that will give a technical description of its functioning as well as a complete component level circuit diagram of the item.	STATE:
1.7.5.9	The bidder shall make one qualified technician available for demonstrate, programming, disassembly, re-assembly, specification testing and all accessories and functions of the radio to the South African Police Service evaluation panel.	STATE:
1.7.5.10	This demonstration will take place in a South African Police Service technical facility nationally and the venue will be identified by South African Police Service on notification to the bidder of the date and time for demonstration.	STATE:

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR UHF ANALOGUE RADIO MOBILE TERMINALS NATIONALLY.

DESCRIPTION		COMPLY/DO NOT COMPLY
1.7.5.11	The demonstration will include performance specification testing of the radio including minimum usable sensitivity of the receiver, receiver responses to modulation, transmitter modulation and power responses, transmitter power output (RF) and efficiency (DC Consumption) and standby and receive active power load figures.	STATE:
1.7.5.12	The technician shall demonstrate any further technical compliance to this specification that the evaluation team may require, in accordance with ETSI test methods as defined in ETSI 300-086 as well as any further technical requirements as defined in this specification.	STATE:
1.8	TECHNOLOGY The Bidder shall ensure that the UHF mobile terminal offered is of the latest technology and the latest available model and software release. The South African Police Service reserves the right to procure the latest and newest technology releases.	STATE:

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR UHF ANALOGUE RADIO MOBILE TERMINALS NATIONALLY.

DESCRIPTION		COMPLY/DO NOT COMPLY
2.	GENERAL REQUIREMENTS	
2.1	SCOPE OF REQUIREMENT	
2.1.1	A reliable and robust synthesized, UHF FM mobile radio with a channel capacity of at least 300 channels and a minimum frequency range of 406 MHz to 470 MHz is required by the South African Police Service.	STATE:
2.1.2	The radio shall be constructed in such a way that repairs to modular level shall be easily performed.	STATE:
2.1.3	The radio shall be offered with all the necessary accessories as a complete unit to either allow dash or boot mounted installation in a vehicle. Bidders shall clearly indicate whether separate cabling and brackets is required for the interchange that is not included in the offer.	STATE:
2.1.4	The radio shall fully comply with the requirements of this specification.	STATE:
2.1.5	The following accessories for the mobile radio is required:	
2.1.5.1	Microphone,	STATE:
2.1.5.2	An external loudspeaker,	STATE:
2.1.5.3	Mounting brackets	STATE:
2.1.5.4	Cabling for installation	STATE:
2.1.5.5	A boot mount and dash mount kit [e.g. cable between control head and radio, etc.]	STATE:

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR UHF ANALOGUE RADIO MOBILE TERMINALS NATIONALLY.

DESCRIPTION		COMPLY/DO NOT COMPLY
2.2	IDENTIFICATION The radio shall be fitted with labels indicating at least the manufacturers' name or trademark, model number and unique serial number. These labels shall be permanently attached to the radio.	STATE:
2.2.1	The serial number shall also be reproduced inside the radio in an inconspicuous position and included in the read-only memory in the radio, readable via the manufacturers programming software.	STATE:
2.3	TIME SCHEDULE It is a requirement of this Bid that delivery shall commence not later than eight (8) weeks after an official order has been received by the successful bidder and that the pre-delivery inspection shall be finalized within six (6) weeks after the official order has been received.	STATE:
2.3.2	Non-compliance to the above-mentioned delivery date will result in the enforcement of penalties in terms of paragraph 22 of General Conditions of contract.	STATE:
2.4	DOCUMENTATION	
2.4.1	The UHF analogue mobile terminal and additional equipment shall be thoroughly and accurately documented. Photostat copies of originals are unacceptable and the documentation shall be in at least the English language. Documentation shall be printed on high quality paper.	STATE:
2.4.2	All equipment supplied shall be accompanied by a user manual. This manual shall fully describe all functions, controls and indicators/ displays, including those supplied which are not necessarily part of this specification.	STATE:
2.4.3	The UHF analogue mobile terminal offered including all additional equipment shall be supported by a full set of technical information, to assist South African Police Service Technical Personnel in the evaluation stage of the bid. This documentation shall also allow the South African Police Service to maintain the radio offered.	STATE:

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR UHF ANALOGUE RADIO MOBILE TERMINALS NATIONALLY.

DESCRIPTION		COMPLY/DO NOT COMPLY
2.4.4	The technical information shall include at least the following:	
2.4.4.1	Detailed technical specification.	STATE:
2.4.4.2	Detailed technical description of the operation of the UHF analogue mobile terminal offered.	STATE:
2.4.4.3	A recommended spare parts list shall be included by the bidder.	STATE:
2.4.4.4	Bidders shall quote for one (1) set of documents as described in this section.	STATE:
2.4.4.5	Bidders shall ensure that this documentation forms part of the order when placed. In the event of no documentation added on to the order, the bidder shall correct the order with the relevant South African Police Service Personnel.	STATE:
2.5	QUALITY AND STANDARDS	
2.5.1	All materials and equipment supplied on this bid shall be new and the best of the respective kind.	STATE:
2.5.2	All materials and equipment supplied shall fully comply with the requirements laid down in this specification and the latest editions of the relevant SANS, BS, CCITT, EIA, ISO, DIN and CISPR specifications or as otherwise specified.	STATE:
2.5.3	Apart from any other right which the South African Police Service may have in terms of the contract, it shall have the right to set the standard and to accept or reject part of the specified equipment depending on the quality of materials and workmanship offered.	STATE:
2.5.4	The bidder shall be notified if the quality of material and/or workmanship is not acceptable. In such an event the bidder shall replace the specific part or repair it to the satisfaction of the South African Police Service.	STATE:
2.5.5	The successful bidder shall submit equipment supplied for batch testing upon request from the South African Police Service.	STATE:

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR UHF ANALOGUE RADIO MOBILE TERMINALS NATIONALLY.

DESCRIPTION		COMPLY/DO NOT COMPLY
2.6	GUARANTEE All equipment including all accessories, supplied by the bidder to the South African Police Service shall be guaranteed in terms of paragraph 15 of General Conditions of Contract.	STATE:
2.7	REPAIRS UNDER GUARANTEE Bidder shall have qualified personnel and a fully equipped workshop available, to enable the bidder to deliver a professional and speedy service to the South African Police Service during the guarantee period. Full maintenance and repairs shall be finalized by the successful bidder, within one (1) week after faulty equipment has been handed in at the relevant service division.	STATE:
2.7.1		
2.7.2	Bidder shall state the details of qualified personnel, spares in stock, workshops and any other relevant facilities under the bidder's control throughout the RSA.	STATE:
2.7.3	Note that no offer will be accepted from a bidder, if the bidder has no qualified personnel, sufficient spares in stock and a fully equipped workshop. The bidder shall provide full details of such personnel, spares and workshop for inspection by the SA Police Service during the evaluation stage.	STATE:
2.7.4	Bidders shall report the following to the South African Police Service, Technology Management Services in writing on a monthly basis, for any repairs done to radios during the guarantee period:	
2.7.4.1	Date of fault report	STATE:
2.7.4.2	Nature of the fault	STATE:
2.7.4.3	Parts replaced	STATE:
2.7.4.4	Date UHF analogue mobile terminal is handed back to the South African Police Service.	STATE:

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR UHF ANALOGUE RADIO MOBILE TERMINALS NATIONALLY.

DESCRIPTION		COMPLY/DO NOT COMPLY
2.8	DELIVERY	
2.8.1.	The successful bidder shall deliver the UHF analogue mobile terminal offered to the addresses as per the official order at various South African Police Service premises within South Africa. Cost for this delivery shall be quoted in the bid documents and included in the bid price.	STATE:
2.8.2.	The successful bidder shall inform the South African Police Service, in writing, two (2) weeks in advance when the consignment of UHF analogue mobile terminals ordered is ready for delivery. The UHF analogue mobile terminal will be inspected by a representative of the South African Police Service, Technology Management Services at the premises of the bidder which shall be in the RSA. A certificate of inspection and approval for the UHF analogue mobile terminal will be issued by the latter representative before any of the UHF analogue mobile terminal ordered can be delivered.	STATE:
2.8.3.	See also section 2.5 "Quality and Standards". No equipment will be accepted by the SA Police Service that does not comply with this section.	STATE:
2.9	TRAINING	
2.9.1	The following certified product training shall be provided by the successful bidder:	
2.9.1.1	Detailed technical training shall be provided for selected personnel of the UHF analogue mobile terminal, Technology Management Services Division of the South African Police Service, at the training facility of UHF analogue mobile terminal Technical Services or convenient and suitable location at the cost of the successful bidder.	STATE:
2.9.1.2	The South African Police Service has Technology Management Units and a Training Facility in the following Provinces and places:	
2.9.1.2.1	Limpopo - Modimolle, Polokwane, Thohoyandou	STATE:
2.9.1.2.2	Eastern Cape - Port Elizabeth, East London, Mthata	STATE:
2.9.1.2.3	Mpumalanga - Middelburg, Nelspruit, Secunda	STATE:

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR UHF ANALOGUE RADIO MOBILE TERMINALS NATIONALLY.

DESCRIPTION		COMPLY/DO NOT COMPLY
2.9.1.2.4	Free State - Bloemfontein, Welkom, Harrismith	STATE:
2.9.1.2.5	North West - Rustenburg, Klerksdorp, Mafikeng	STATE:
2.9.1.2.6	Northern Cape - Kimberley, Upington	STATE:
2.9.1.2.7	Kwazulu-Natal- Durban, Hilton, Newcastle, Port Shepstone, Ulundi, Eshowe	STATE:
2.9.1.2.8	Western Cape- Maitland, George	STATE:
2.9.2	Cost of any training or relevant material offered shall be specified by the bidder.	STATE:
2.9.3	Bidders shall quote for the training of personnel as per the following:	
2.9.3.1	Training for one person (1) as per unit price.	STATE:
2.9.3.2	Actual training numbers could vary and will be based on the above	STATE:
2.9.4	The training course shall cover as a minimum the following curriculum in modular/outcome-based format:	
2.9.4.1	Installation.	STATE:
2.9.4.2	Basic fault finding to modular level.	STATE:
2.9.4.3	Common faults.	STATE:
2.9.4.4	Block diagrams for fault-finding and installation.	STATE:
2.9.4.5	Assembly & disassembly of the radio.	STATE:
2.9.4.6	Programming, software settings and alignment.	STATE:
2.9.4.7	Operation.	STATE:

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR UHF ANALOGUE RADIO MOBILE TERMINALS NATIONALLY.

DESCRIPTION		COMPLY/DO NOT COMPLY
2.9.5	The South African Police Service shall be given written permission in terms of the copy right act by the successful bidder to enable the South African Police Service to duplicate course material for further training within the South African Police Service.	STATE:
2.10	AVAILABILITY OF SPARES	
2.10.1	Bidder shall certify in writing that they are capable to supply spares for the UHF analogue mobile terminal as asked for in this bid document within two (2) weeks from receiving an order.	STATE:
2.10.2	Failure of a bidder to deliver any spares within this two (2) weeks at any stage of the contract period or within a period of two (2) years after the completion of the contract without good reason, penalty clauses as per General Conditions of Contract paragraph 22 be enforced on the quoted price of the spares.	STATE:
2.11	PROGRAMMING SOFTWARE	
2.11.1	All programming software required to program the UHF analogue mobile terminal or to perform fault finding and alignment of the UHF analogue mobile terminal shall be included in the offer.	STATE:
2.11.2	Bidders shall clearly indicate the cost of Programming Software and cabling as such Accessories are dependable on the amount of UHF analogue mobile terminal ordered and the distribution thereof in a Province.	STATE:
2.11.3	Bidders shall make all relevant software available to the South African Police Service for use without holding specific sections or parts of his/her software as proprietary software. If a bidder wants to keep his/her software as proprietary and not as an "open standard", then that bidder will not be accepted.	STATE:
2.11.4	All software shall have full usage facilities. Software with limited usage [e.g. 30 times usage only, etc.] or other factors which limit the South African Police Service technical staff to perform their duties will not be accepted and shall result in non-acceptance of the bid offer.	STATE:
2.11.5	In the event that the software delivered is not to the standards as described in par. 2.11.3, then the bidder shall be liable for all the costs to correct or replace that relevant software package.	STATE:

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR UHF ANALOGUE RADIO MOBILE TERMINALS NATIONALLY.

DESCRIPTION		COMPLY/DO NOT COMPLY
2.11.6	Bidder shall make available all upgrades on the software version delivered towards the South African Police Service, free of charge for at least up to five (5) years after the contract was completed.	STATE:
3.	GENERAL TECHNICAL REQUIREMENTS	
3.1	ELECTRICAL CHARACTERISTICS	
3.1.1	FREQUENCY RANGE	
3.1.1.1	The UHF analogue mobile terminal shall operate successfully over the frequency range of, transmitter 406 to 470 MHz and receiver 406 to 470 MHz, without requiring alternative equipment, tuning or alignment procedures or causing any degradation in performance measured against the specified performance criteria.	STATE:
3.1.2	CHANNEL SPACING	
3.1.2.1	The channel spacing shall be 12, 5 kHz and 25 kHz programmable.	STATE:
3.1.3	MODULATION	
3.1.3.1	Frequency Modulation rated deviation ± 2.5 kHz for 12.5 kHz and ± 2.5 kHz for 25 kHz channel spacing.	STATE:
3.1.4	ANTENNA IMPEDANCE	
3.1.4.1	The impedance measured at the antenna connector shall measure 50 Ω unbalanced.	STATE:
3.1.5	ANTENNA CONNECTOR	
3.1.5.1	The antenna connector shall be either a female BNC 50 Ω bayonet lock type or a screw-in UHF female (N-type) connector.	STATE:

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**SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR UHF ANALOGUE RADIO
MOBILE TERMINALS NATIONALLY.**

DESCRIPTION		COMPLY/DO NOT COMPLY
3.1.6	CONNECTORS AND PLUGS:	
3.1.6.1	All power and speaker connectors, as well as plugs for boot mount kits, shall be a lock-able secure plug or socket which shall not easily fall out of the socket. It shall clip or lock securely in place with a locking mechanism.	STATE:
3.1.7	NUMBER OF CHANNELS:	
3.1.7.1	The number of channels shall be at least 300. The channel frequencies shall be selectable by the operator and programmable without replacing any electronic components.	STATE:
3.2	OPERATING MODE:	
3.2.1	The radio shall be able to operate in both single frequency (simplex) and dual frequency (duplex) channels over the frequency range as specified in section 3.1.1 of this document. Any combinations of receive and transmit frequencies shall be possible by means of programming.	STATE:
3.3	LAST CHANNEL MEMORY	
3.3.1	When the radio is switched on, the radio shall automatically revert to the last used channel before it was switched off.	STATE:
3.4	AUTOMATIC NUMBER IDENTIFICATION	
3.4.1	The radio offered shall be equipped with an encoder and decoder for standard five tone ZVEI codes and must be displayed at all times.	STATE:
3.5	SCANNING	
3.5.1	The radio offered shall have programmable scanning capabilities. Scanning modes shall be selectable by the operator.	STATE:

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR UHF ANALOGUE RADIO MOBILE TERMINALS NATIONALLY.

DESCRIPTION		COMPLY/DO NOT COMPLY
3.5.2	The following scanning modes are required viz:	
3.5.2.1	Normal Scanning - All channels in a single group.	STATE:
3.5.2.2	Priority Scanning - Scan all channels or selected channels with, one priority Channel in a single group.	STATE:
3.5.2.3	Scanning modes shall be selectable by the radio operator. Channels to be scanned shall be programmable.	STATE:
3.5.2.4	Selective Scanning - Limited Number of Channels with a minimum of two (2).	STATE:
3.6	INDICATORS AND DISPLAY	
3.6.1	The radio offered shall be equipped with at least the following indicators which shall be clearly visible:	
3.6.1.1	Power on indicator	STATE:
3.6.1.2	Transmit indicator	STATE:
3.6.2	An alpha numeric LCD channel display able to display a channel name up to 8 characters that is clearly visible in daylight, direct sunlight and darkness . The LCD display shall be clearly visible at a viewing angle not exceeding 45 degrees from all viewing angles.	STATE:
3.6.3	Bidder shall clearly state other types of displays available, their advantages, disadvantages and pricing.	STATE:
3.7	PROGRAMMABLE - CHARACTERISTICS	
3.7.1	At least the following items shall be programmable through an easily accessible port without removing the radio if installed:	

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**SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR UHF ANALOGUE RADIO
MOBILE TERMINALS NATIONALLY.**

DESCRIPTION		COMPLY/DO NOT COMPLY
3.7.1.1	Channel frequencies - receive and transmit.	STATE:
3.7.1.2	Channel spacing per channel.	STATE:
3.7.1.3	Modulation.	STATE:
3.7.1.4	Scanning modes.	STATE:
3.7.1.5	Transmission power (TX).	STATE:
3.7.2	The serial number must be readable by means of the radio maintenance or programming software and not writeable.	STATE:
3.7.3	ZVEI codes - both encoder and decoder formats. Pre- or Post PTT transmission of ZVEI codes shall also be programmable.	STATE:
3.7.4	Software priority control with pass word facility to allow service personnel control over function entries.	STATE:
3.8	CHANNEL SELECTION	
3.8.1	It shall be possible to select a new channel by simply entering the figures, e.g. 1, 2, 3 on the numeric keypad of the radio or on the microphone to select channel 123. To change to channel 70 will then be activated by entering 070.	STATE:
3.8.2	This function shall be software programmable.	STATE:
3.9	POWER SOURCE	
3.9.1	A radio with negative ground system is required. The radio offered shall have an operation voltage between 10 ~ 16 Volt DC and shall function to specification in the supply voltage range of 10 Volt DC to 16 Volt DC.	STATE:

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR UHF ANALOGUE RADIO MOBILE TERMINALS NATIONALLY.

DESCRIPTION		COMPLY/DO NOT COMPLY
3.9.2	Reverse polarity protection shall be built into the radio.	STATE:
3.9.3	The radio shall have an over voltage protection of at least 24V DC that shall withstand continuous application of up to 24 Volt DC overvoltage without damage to the radio. The radio may power down or disable itself on voltages between 16 Volt and 24 Volt DC.	STATE:
3.9.4	The radio shall be able to withstand an over voltage of at least 16V DC without any degradation in performance.	STATE:
3.9.5	The radio shall have a maximum current consumption of 400 mA on standby.	STATE:
3.9.6	The radio shall have a brownout protection.	STATE:
3.10	PROGRAMMING KIT	
3.10.1	Bidders shall quote, as option , for all the software, accessory and documentation required to constitute a complete programming kit - this excludes PC's. This option will be included after adjudication if the radio offered was not previously purchased by the SA Police Service or a different model of radio is offered.	STATE:
3.10.2	The successful bidder shall provide a standard / backup file with the kit to allow programming of all the SA Police Service channel frequencies. A list of frequencies will be supplied to the successful bidder by the SA Police Service.	STATE:
3.10.3	Bidders shall clearly indicate the minimum PC operating system and hardware requirements for programming the radio. The minimum shall be at least a Pentium I or higher.	STATE:
3.11	ACCESSORIES	
3.11.1	The following accessories shall be included with the radio offered:	

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR UHF ANALOGUE RADIO MOBILE TERMINALS NATIONALLY.

DESCRIPTION		COMPLY/DO NOT COMPLY
3.11.1	A robust control head made from metal or tough durable synthetic material complete with mounting bracket.	STATE:
3.11.2	A robust radio bracket that will allow the radio to slide in and out, or clip into the bracket and be fastened securely in such a way that it does not loosen itself during heavy vibration.	STATE:
3.11.3	A robust loudspeaker unit enclosed in a durable tough metal or plastic enclosure. The loudspeaker shall have a power rating of at least 5 Watt RMS with a sound pressure level of not less than 90 dBA SPL, when driven at 1 Watt RMS, measured at a distance of 1 metre from the front of the loudspeaker. (Distortion less than 10% and efficiency 2.5% measured at rated output power between 300Hz and 2.5kHz)	STATE:
3.11.4	A robust and durable dynamic microphone which can be connected to the control head via a connector, and shall be fitted with a durable flexible helical coiled cable. This cable must be stretchable to a length of at least 2000 mm without permanent deformation.	STATE:
3.11.5	A PVC insulated durable flexible power cable which is multi-stranded to safely carry the maximum transmitter current continuously without any damage to the cable.	STATE:
3.11.6	The current carrying capacity of the cable shall be at least 10A with a total voltage drop not exceeding 0.2 volts (2.5 mm in diameter) over a length of 4000 mm.	STATE:
3.11.7	The length of the positive (RED) and negative (BLACK) supply line shall be at least 4000 mm. The in line fuse shall be 3800 mm away from the radio.	STATE:
3.12	TEST JIG (AS OPTION)	
3.12.1	The radio offered shall have facilities to accept a test jig for testing of the radio.	STATE:
3.12.2	The jig shall have at least the following ports:	

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR UHF ANALOGUE RADIO MOBILE TERMINALS NATIONALLY.

DESCRIPTION		COMPLY/DO NOT COMPLY
3.12.2.1	Transmitter audio input.	STATE:
3.12.2.2	Transmitter P.T.T line to allow continuous activation of the transmitter during testing.	STATE:
4.	DETAILED TECHNICAL REQUIREMENTS	
4.1	TRANSMITTER	
4.1.1	FREQUENCY ERROR:	
4.1.1.1	Under extreme temperature conditions the frequency error shall not exceed ± 1.50 kHz for a channel separation of 12.5 kHz. As per ETSI 300 086:1991 sub clause 4.1.1	STATE:
4.1.2	CARRIER POWER LEVEL:	
4.1.2.1	The carrier power shall be adjustable from 5W RMS to 25W RMS. The radio offered shall be capable of intermittent operation as specified in ETSI 300 086:1991 sub clause 3.3.5.2	STATE:
4.1.2.2	Within normal test conditions $\pm 1,50$ dB of 25W.	STATE:
4.1.2.3	Within extreme test conditions + 2,0dB and -3dB of 25W.	STATE:
4.1.2.4	The radio offered shall have built-in facilities to prevent damage to the R.F and P.A stages under an extreme load (short circuit) and duty cycle conditions.	STATE:
4.1.3	TRANSMITTER RESPONSE TO MODULATION FREQUENCIES > 3 kHz.	
4.1.3.1	The frequency deviation at modulation frequencies for 12.5 kHz channel separation shall not exceed more than 30.0% of the maximum permissible frequency deviation at 6.0 kHz. As per ETSI 300 086:1991 sub clause 4.1.4.2.	STATE:

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR UHF ANALOGUE RADIO MOBILE TERMINALS NATIONALLY.

DESCRIPTION		COMPLY/DO NOT COMPLY
4.1.4	ADJACENT CHANNEL POWER	
4.1.4.1	For a 12.5 kHz channel spacing the adjacent channel power shall not exceed a value of 60dB below the carrier power of the transmitter.	STATE:
4.1.5	SPURIOUS EMISSIONS	
4.1.5.1	The conducted emissions for an operating transmitter shall not exceed $\leq 0,25\mu\text{W}$ (-36,0dBm).	STATE:
4.1.5.2	The conducted emissions for a standby transmitter shall not exceed $\leq 2,0\text{nW}$ (-57,0dBm).	STATE:
4.1.5.3	The radiated emissions for an operating transmitter shall not exceed $\leq 0,25\mu\text{W}$ (-36,0dBm)	STATE:
4.1.5.4	The radiated emissions for a standby transmitter shall not exceed $\leq 2,0\text{nW}$ (-57,0dBm)	STATE:
4.1.6	TRANSIENT FREQUENCY BEHAVIOUR	
4.1.6.1	As per ETS 300 086:1991 t1 = 10ms t2 = 25ms t3 = 10ms	STATE:
4.1.7	TIME - OUT - TIMER	
4.1.7.1	The radio offered shall have built-in time-out-timer circuitry continuously pre-settable between 5s and 120s.	STATE:

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**SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR UHF ANALOGUE RADIO
MOBILE TERMINALS NATIONALLY.**

DESCRIPTION		COMPLY/DO NOT COMPLY
4.1.7.2	At least 40dB for any inter modulation component.	STATE:
4.2	RECEIVER	
4.2.1	MAXIMUM USEABLE SENSITIVITY	
4.2.1.1	Normal test conditions shall not exceed an e.m.f. of 0dB μ V (0.5 μ V into 50 Ω).	STATE:
4.2.1.2	Extreme test conditions shall not exceed an e.m.f. of 0dB μ V. (0.5 μ V into 50 Ω). Both these sensitivity parameters shall produce at least 50% of rated audio power with an SND/ND ratio of at least 20dB at the output of the receiver.	STATE:
4.2.2	RATED AUDIO OUTPUT POWER	
4.2.2.1	At least 4W RMS . Bidders shall state the rated output power of their radio offered.	STATE:
4.2.2.2	The audio distortion shall be less than 10% in total at the rated output level over the entire audio band from 300 Hz to 3 KHz.	STATE:
4.2.2.3	The minimum audio output level shall be software programmable.	STATE:
4.2.3	AMPLITUDE CHARACTERISTIC	
4.2.3.1	Change in audio output level shall not exceed 3dB, for RF input signal change from 6dB μ V to 100dB μ V.	STATE:
4.2.4	CO-CHANNEL REJECTION	
4.2.4.1	The co-channel rejection ratio for 12.5 kHz channel separation between -12.0 dB and 0dB.	STATE:

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**SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR UHF ANALOGUE RADIO
MOBILE TERMINALS NATIONALLY.**

DESCRIPTION		COMPLY/DO NOT COMPLY
4.2.5	ADJACENT CHANNEL SELECTIVITY	
4.2.5.1	For channel separation of 12.5 kHz, the adjacent channel selectivity shall not be less than 60.0 dB under normal test conditions and not less than 60.0 dB under extreme test conditions.	STATE:
4.2.6	SPURIOUS RESPONSE REJECTION	
4.2.6.1	Not less than 70,0Db	STATE:
4.2.7	INTER MODULATION RESPONSE REJECTION	
4.2.7.1	The inter modulation response rejection ratio shall not be less than 65.0 dB.	STATE:
4.2.8	BLOCKING OR DESENSITISATION	
4.2.8.1	Not less than 84.0 dB.	STATE:
4.2.9	SPURIOUS RADIATION	
4.2.9.1	No conducted components shall exceed a radiation level of 2,0nW (-57,0dBm).	STATE:
4.2.9.2	No radiated components shall exceed a radiation level of 2,0nW (-57,0dBm).	STATE:
4.2.10	SQUELCH CHARACTERISTICS	
4.2.10.1	A radio with RF carrier dependent squelch system is required, i.e. noise squelch. The squelch threshold sensitivity shall not exceed the input RF signal level of 0,2µV pd.	STATE:

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR UHF ANALOGUE RADIO MOBILE TERMINALS NATIONALLY.

DESCRIPTION		COMPLY/DO NOT COMPLY
4.3	PHYSICAL CHARACTERISTICS	
4.3.1	The radio offered shall be splash proof so that water shall not easily penetrate any part of the radio. The radio shall at least comply with the testing standards as set out in ETSI 300 086.	STATE:
4.3.2	All connectors used, shall be plated to prevent corrosion when used in coastal atmospheres. Bidders shall state the type of plating used.	STATE:
4.3.3	All front and rear panel switches, indicators and connectors of the radio shall be thoroughly and clearly labelled by means of a non-erasable lettering. Stick-on labels are unacceptable.	STATE:
4.3.4	All printed circuit boards shall be covered with a corrosive resistant layer to prevent degradation of the board and its associated electronic components.	STATE:
4.3.5	The casing of the radio, control unit, loudspeaker enclosure, microphone, mounting brackets and installation hardware shall be made of or coated with a durable corrosion resistant substance.	STATE:
4.3.6	The radio offered shall be of robust construction and shall withstand the shock and vibration it shall experience when mounted in a vehicle travelling on dirt roads. Shock and vibration stability shall comply with SANS 1069-1985 section 12.3.	STATE:
4.3.7	All controls and switches shall be of robust construction and easily accessible to the operator (backlighting during dark conditions).	STATE:
4.3.8	The microphone connector shall be of durable and of robust construction.	STATE:
4.3.9	The loudspeaker connector shall be of durable and robust construction.	STATE:

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**SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR UHF ANALOGUE RADIO
MOBILE TERMINALS NATIONALLY.**

DESCRIPTION		COMPLY/DO NOT COMPLY
4.3.10	For a boot mount radio the following dimensions shall not be exceeded: Height = 65mm, Width = 180mm and Depth = 200mm.	STATE:
4.3.11	For a dash mount radio the following dimensions shall not be exceeded: Height = 65mm, Width = 160mm and Depth = 190mm.	STATE:
4.3.12	The mass of a boot mount radio shall not exceed 2,0kg and 1.5kg for a dash mount.	STATE:
4.4	OPERATING TEMPERATURE	
4.4.1	The radio shall operate successfully without degradation in performance in the temperature range of 0° C and 50° C.	STATE:

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SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR UHF ANALOGUE RADIO MOBILE TERMINALS NATIONALLY.

APPENDIX A - "Items offered as additional"

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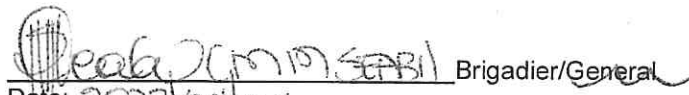
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**SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR UHF ANALOGUE RADIO
MOBILE TERMINALS NATIONALLY.**

SPECIFICATION APPROVAL PAGE:

End User Approval

Division Technology Management Services: Radio Communication Infrastructure Management


Date: 2023/04/24

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THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

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

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RSA.

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

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obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

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7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

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

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may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation 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.

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

Js General Conditions of Contract (revised July 2010)

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CERTIFICATION

I THE UNDERSIGNED (FULL SURNAME)

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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