/

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

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Reference no: 19/1/9/1/52 TV (24)

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.
- ***Bids submitted per mail must be sent per registered mail. The Bid must still reach this office before the closing date and time. Failure to do so will invalidate the bid.***
- The bid will be valid for a period of **120** days after the closing date.
- The attached forms/annexures, if completed in detail and returned, will form part of your bid.

You are advised to acquaint yourself with the contents of the attached General Conditions of Contract.

It will be expected of the successful bidder to sign the formal contract at this office within seven (7) days after he/she has been informed to this effect.

Yours faithfully

S.J. HANKINS
MAJ GENERAL

(AOD)

LIEUTENANT GENERAL
DIVISIONAL COMMISSIONER: SUPPLY CHAIN MANAGEMENT
DR. MI FANI

Date 2025/09/08

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

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

NB: ALL ITEMS MUST BE COMPLETED

BY ORDER OF: DIVISIONAL COMMISSIONER SUPPLY CHAIN MANAGEMENT

CLOSING DATE: 2025/10/08 @ 11:00

BID DOCUMENT CHECKLIST

BID NO: 19/1/9/1/52 TV (24)

DESCRIPTION: REFLECTIVE MARKING AND DEMARKING OF SOUTH AFRICAN POLICE SERVICE VEHICLES, TRAILERS AND MOTORCYCLES / QUADRUCYCLES FOR A PERIOD OF THREE (3) YEARS: NATIONALLY

(Mark with Yes or No)

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

BIDDER: ____________________ ______________ ___________

NAME IN PRINT SIGNATURE DATE

BID MANAGEMENT: ____________________ ______________ ___________

NAME IN PRINT SIGNATURE DATE

X = REQUIRED

YES = SUBMITTED / RECEIVED

NO = NOT SUBMITTED / NOT RECEIVED

PLEASE NOTE

BID NO: 19/1/9/1/52 TV (24)
CLOSING TIME: 11:00 ON 2025/10/08

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.

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

NOTED BY THE BIDDER:

....	....
SIGNATURE: BIDDER	**DATE**

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	19/1/9/1/52TV (24)	CLOSING DATE:	2025/10/08	CLOSING TIME:	11:00
DESCRIPTION	**REFLECTIVE MARKING AND DEMARKING OF SOUTH AFRICAN POLICE SERVICE VEHICLES, TRAILERS AND MOTORCYCLES / QUADRUCYCLES FOR A PERIOD OF THREE (3) YEARS: NATIONALLY**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)
DIVISION: SUPPLY CHAIN MANAGEMENT
117 CRESSWELL ROAD
SILVERTON PRETORIA
0001

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Lt Col Muthelo / CPAC Mpshane**	CONTACT PERSON	**W/O Kgasago**
TELEPHONE NUMBER	**012 841 7080 / 7870**	TELEPHONE NUMBER	**012 845 8781**
FACSIMILE NUMBER	**n/a**	FACSIMILE NUMBER	**n/a**
E-MAIL ADDRESS	**MpshaneV@saps.gov.za**	E-MAIL ADDRESS	**kgasagol@saps.gov.za**

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 No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

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.	

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.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**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 PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	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 MEMBERS 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: ……………………………

SUPPLIER TO COMPLETE		
Are you a NEW supplier?	YES	***KINDLY REGISTER ON NATIONAL TREASURY CSD: WWW.CSD.GOV.ZA AND OBTAIN A CSD SUPPLIER NUMBER***
Are you an EXISTING Supplier?	YES	***KINDLY PROVIDE YOUR CSD AND POLFIN SUPPLIER NUMBER***
Supplier Number in CSD		
Supplier Number in POLFIN		

OFFICE USE ONLY					
RFQ received on:				**Reason for rejection:**	
Accepted		**Rejected**			
Supplier Number in POLFIN				**Supplier Number in CSD**	

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

SPECIAL CONDITIONS OF CONTRACT

BID NUMBER: 19/1/9/1/52TV (24)

REFLECTIVE MARKING AND DEMARKING OF SOUTH AFRICAN POLICE SERVICE VEHICLES, TRAILERS AND MOTORCYCLES / QUADRUCYCLES FOR A PERIOD OF THREE (3) YEARS: NATIONALLY

CLOSING DATE AND TIME OF BID: 2025/10/08 @ 11h00

BID VALIDITY PERIOD: 120 DAYS

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1. 1. ABBREVIATIONS

BAC: Bid Adjudication Committee

B-BBEE: Broad-Based Black Economic Empowerment

CPA: Contract Price Adjustment

ISO: International Organisation for Standardisation

QC: Quality Control

ROE: Rate of Exchange

SABS: South African Bureau of Standards

SANAS: South African National Accreditation System

SBD: Standard Bidding Document

STATS SA: Statistics South Africa

VAT: Value- Added Tax

2. BID DOCUMENT CHECK LIST

NO.	DOCUMENT NAME	YES	NO
1	SBD 1 Invitation to bid		
2	SBD 3.1Pricing Schedule		
3	Central Supplier Database Report		
4	SBD 4 Declaration of interest		
5	SBD 5 The National Industrial Participation Programme		
6	SBD 6 (1): Preference Points Claimed (BBBEE)		
7	Special Conditions of Contract		
8	General Conditions of Contract		

3. SCOPE

The South African Police Service requires prospective suppliers to submit bids for reflective marking and demarking of South African Police Service vehicles, trailers and motorcycles / quadrucycles for a period of three (3) Years: Nationally

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

No briefing session

4.3 EVALUATION CRITERIA

The evaluation process will be conducted in phases as follows:

Phase 1	Phase 2	Phase 3	Phase 4
Administrative and Mandatory Bid Requirements	Technical Compliance / Specification	Due Diligence	Price and Specific goals
Compliance with Mandatory and Administrative Bid requirements. SBD forms must be completed and signed.	Compliance to SAPS specification. **323333/25**	Compliance with requirements as stipulated	Bids evaluated in terms of the 90/10 preference system

4.3.1 PHASE 1: AUTHORISATION DECLARATION LETTER AND ADMINISTRATIVE AND MANDATORY REQUIREMENTS

4.3.1.1 AUTHORISATION DECLARATION LETTER

The South African Police Service reserves the right to verify any information supplied by the bidder in the Authorisation Declaration and should the information be found to be false or incorrect, the South African Police Service will exercise any of the remedies available to it in the bid documents. No agreement between the bidder and the third party will be binding on the South African Police Service. An authorisation declaration with conditional arrangements will not be accepted. Bidders must ensure that all arrangements are agreed to before submitting a bid.

Any bidder who is not actual manufacturer and will be sourcing goods or services from another company must submit an unconditional letter from the manufacturer confirming firm supply arrangement(s) in this regard, which has to accompany the bid at the closing date and time of the bid. The said manufacturer must:

- Confirm that it has familiarised itself with the item description, specifications and bid conditions.

- If the bid consists of more than one item, it should be clearly indicated in respect of which item(s) the supportive letter has been issued.

- It must be indicated in the above-mentioned letter **that firm supply arrangements have been made and all financial arrangements with regard to payment between the prospective bidder and manufacturer, manufacturer issuing such letter has been finalized and terms and conditions mutually agreed upon**

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

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

No agreement between the bidder and 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.

4.3.1.2 ADMINISTRATIVE 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 the administrative requirements.

Bidders who fail to comply with any of the 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.
The National Industrial Participation Programme – SBD 5	**YES –** (If above 10 million).
Preference Point Claim Form SBD 6.1	**YES** – Generally, non-submission will lead to a zero score preference points.
SAPS SPECIFICATION 323333/25	**YES** – The bidders must indicate **"Comply"** or **"Do Not Comply"** to the compliance specification document. Do not make a tick or write "yes" on the specification document. **Failure to do so will be interpreted as "Do Not Comply"**
Special Conditions of Contract	**YES** - Bidders must sign acknowledgement that they **familiarise** themselves with the content of the document
Cost components	**YES** – Please submit the completed cost component breakdown as per example in the Special Conditions of Contract.
Authorisation Declaration Letter from a third (3rd) party (Letter from Manufacturer)	**YES** – Any bidder who is not actual manufacturer and will be sourcing goods or services from another company must submit an unconditional letter from the manufacturer confirming firm supply arrangement(s) in this regard, which has to accompany the bid at the closing date and time of the bid. The said manufacturer must: • Confirm that it has familiarised itself with the item description, specifications and bid conditions. • If the bid consists of more than one item, it should be clearly indicated in respect of which item(s) the supportive letter has been issued • It must be indicated in the above-mentioned letter **that firm supply arrangements have been made and all financial arrangements with**

	regard to payment between the prospective bidder and manufacturer, manufacturer issuing such letter has been finalized and terms and conditions mutually agreed upon Non-compliance with the above-mentioned special conditions could automatically invalidate the bid for such products offered The South African Police Service reserves the right to verify any information supplied by the bidder in the Authorisation Declaration and should the information be found to be false or incorrect, the South African Police Service will exercise any of the remedies available to it in the bid documents. No agreement between the bidder and 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.
Central Supplier Database registration	**YES** – Please submit an updated CSD report to prove registration and preference points.
Tax Clearance Requirements	**YES** – The ***CSD*** and the ***tax status pin*** are the approved method that will be utilized to verify tax compliance.
General Conditions of Contract	**NO** – Bidders **must only familiarise** themselves with the content of the document

4.3.1.3 MANDATORY REQUIREMENTS

Bidders' must submit all requirements indicated hereunder with the bid documents at the closing date and time of the bid. During this evaluation phase, bidder's responses will be evaluated based on the documents submitted under mandatory requirements.

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

PRICING SCHEDULE	**YES** – All prices for marking, demarking and partial marking must be filled in, on a Universal Serial Bus (USB) and hard copy of the pricing schedule. Bidders must fill all required fields on the USB and hard copy of the pricing schedule and submit with the bid documents on the closing date and time of the Bid. The USB must be password protected, and the password must be provided to the SAPS on request. Bidders must ensure that the USB is properly secured and marked with the bidder's name. Pricing schedule (soft copy) will be available on SAPS website and E – Tender as attachment **FAILURE TO COMPLY WILL INVALIDATE THE BID.**
QMS OF THE COMPANY,	**YES-** The Quality Management System (QMS) of the company, manufacturing the material must be ISO 9001: 2008 or higher accredited. A valid proof thereof

MANUFACTURING THE MATERIAL	must be submitted with the bid documents. Failure to comply will invalidate the bid.
ONLY SHORTLISTED BIDDERS	**YES -** Only shortlisted bidders will be required to submit samples for the items offered for visual screening during phase 3 of evaluation at the venue, date and time to be communicated**. Failure to comply will invalidate the bid.**
MANUFACTURER'S GUARANTEES / WARRANTIES	**YES** – All bidders must submit the manufacturer's guarantees/ warranties indicating durability of the reflective material (fluorescent, retro-reflective, colour and adhesion) together with the bid documents on the closing date and time of the bid. The material must contain the manufacturer's logo / marking to safeguard against inferior materials. **Failure to comply will invalidate the bid.** ➢ Yellow-green, fluorescent reflective material (Prismatic, 5-year material) ➢ Orange, fluorescent reflective material (Prismatic, 5-year material) ➢ White reflective material (7-year reflective vehicle fleet marking grade material) ➢ Blue reflective material (7-year reflective vehicle fleet marking grade material) ➢ A minimum of five (5) years for metallic silver fleet marking grade material
VALID COPY OF PROFESSIONAL LIABILITY AND THIRD-PARTY INSURANCE	**YES** - All bidders must submit a valid copy of a professional liability and a third-party insurance schedule or quotation with a policy number from the insurer with the bid document on closing date and time of the bid. Professional Liability Insurance offers protection against unsatisfied customer or complains due to the State against a claim from any third party. **Failure to comply will invalidate the bid.**
PROTOTYPE MARKING AND DEMARKING	**YES** – Prototype marking and demarking: All shortlisted bidders will be requested to mark and demark SAPS vehicles as prototype marking ➢ One (1) vehicle of each type (sedan, hatchback and LDV with canopy) is to be marked at the bidder's expense ➢ One (1) vehicle is to be demarked at the bidder's expense ➢ The vehicles must be marked at a premises decided upon by the SAPS, on request of the Bid Evaluation Committee ➢ The vehicles will be subjected to strict inspections and acceptance by members of the SAPS Bid Evaluation Committee. None compliance with the specification for marking will result in disqualification
VERIFING COMPETENCY	**YES –** Documentation: All supporting documentation may be attached to verify competency, i.e. SABS test results, ECE Mark approvals and other vehicle fleet marking projects

Bidders' must submit all requirements indicated hereunder with the bid documents at the closing date and time of the bid. During this evaluation phase, bidder's responses will be evaluated based on the documents submitted under mandatory requirements.

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

Once a bid has complied with the criteria in phase 1, it would further be evaluated on phase 2: Technical Compliance.

4.3.2 PHASE 2: TECHNICAL COMPLIANCE / SPECIFICATION

This phase entails the evaluation of bids for technical compliance.

South African National Standards and/or Private Specifications

a) Items must comply with standards and/or South African Police Service Specification **323333/25** included in the bid document.

b) Bidders must enquire at the following institutions for the relevant standards. A list of accredited institutions is available on the SANAS website http://www.sanas.co.za or http://www.sanas.co.za/contact.php

STANDARDS:

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

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

c) Bidders must explicitly indicate either "Comply" or "Do Not Comply" with all the requirements as stipulated in the document. Bidders who fail to indicate "Comply or "Do not Comply" will be regarded as non-compliance to the specification.

d) Should a bidder deviate from the specification and indicate "Do not Comply" to any paragraph of the specification **323333/25**, thereafter the bidder must complete the deviation sheet for all alternative or additional offers made, or reasons for deviations.

4.3.3 PHASE 3 PREFERENCE POINT SYSTEM AND PRICE

Preference points system 90/10

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 90/10 preference point system in terms of which points are awarded to bidders on the basis of:
The bid price (maximum 90 points) - Specific goals (maximum 10 points)

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

$$Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where
Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
P min = Price of lowest acceptable tender

b) A bidder (supplier) may claim a maximum of 10 points for specific goals, if such bidder supplier is;

Persons historically disadvantaged on the basis of race with at least 51% ownership	3 points
Persons historically disadvantaged on the basis of gender with at least 51% ownership by woman	3 points
Persons with at least 51% ownership who are youth	2 points
Persons historically disadvantaged by unfair discrimination on the basis of disability with at least 51% ownership	2 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.

5. JOINT VENTURES AND CONSORTIUMS

a) Joint Venture/Consortium Participation

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

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

b) Preference Points for Specific Goals

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

c) Declaration Requirement

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

d) Evaluation of Preference Points

The allocation of preference points will be calculated as follows:

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

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

e) Non-Compliance

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

6. PHASE 4: SUPPLIER DUE DILIGENCE

a) 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.

b) 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 unannounced site visits.

***NB Only short listed Bidders will be informed regarding due diligence to be conducted, at the premises of the bidder on a date and time to be provided. The short listed bidders will be notified in writing and will be provided with the due diligence questions and the relevant processes that will be required.**

- What is the bidder's business descriptions
- What is the bidder's physical address?
- Does the bidder confirm to signing an SLA with the SAPS, after signing of the contract?
- Does the bidder have the required personal to render the services
- Does the bidder have the human and logistical resources to provide the services for the SAPS.

7. REGULATORY CERTIFICATES

7.1 Regulatory certificates must be submitted together with the bid on the closing date and time of the bid. Only certificates which are applicable to the bid as referred in the SAPS specification **323333/25** are required.

8. 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.

9. PRICING STRUCTURE AND SCHEDULE

9.1 Bidder are required to submit responsive bids for all the line items which the bidder indicated an offer by fully completing the price schedule on all the required individual line item(s).

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.

d) The pricing schedule in Excel will be electronically accessible from both the SAPS website and the e-portal. All prices must be submitted with the bid document and USB Memory stick.

e) Conditional discounts offered will not be used for evaluation purposes.

10. 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 or sub-contractors whose tax matters are not in order.

11. FORMAT AND SUBMISSION OF BIDS

In order to simplify the evaluation process, Bidders are required to submit their bids in the following manner:

SECTION	REQUIRED DOCUMENTS
Section 1	Standard bidding documents (SBD 1, SBD 3.1 Pricing schedules, SBD 4, SBD5, SBD 6.1 and CSD report
Section 2	Authorisation DeclarationDeviation Sheet; Special Conditions and Mandatory requirements
Section 3	Figures and Data Systems, Letter of Authority (LoA), Warranty
Section 4	Any other information (e.g. Company profile, Local economic development , NIP and DIP; submission etc.)

12. 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.

13. 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.

14. 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.

15. COMMUNICATION

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

Any communication to any other government official or a person acting in an advisory capacity for the South African Police Service in respect of this bid between the closing date and the award of the bid by the bidder is discouraged.

All communication between the bidder and the SAPS: Procurement Management MGP & Services must be done in writing.

*NB** ***No enquiries will be addressed seven (7) days prior to the closing date and time of the bid.***

16. CONTACT DETAILS

ENQUIRIES

All communication between the bidder and the SAPS: Procurement Management MGP & Services must be done in writing.

No enquiries will be addressed seven (7) days prior to the closing date and time of the bid.

Procurement Management MGP & Services

Address : 117 Cresswell Street, Weavind Park, Pretoria.

E-mail: MalekaTN@saps.gov.za Colonel TN Maleka

17. SECTION B

17.1 CONTRACT PERIOD

The contract period shall be for a period of **three (3) years**.

17.2 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;
- 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
- To award a bid based on which bidder is offering the best value for money, even if such bid is not the lowest price.

- In the event that an incorrect award has been made, or an error occurred during evaluation and adjudication phase, the South African Police Service reserves the right to remedy the matter in any manner it may deem fit.

17.3 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.

17.4 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.

17.5 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.

17.6 DELIVERY AND QUANTITIES

17.6.1 DELIVERY BASIS

Firm lead times for delivery must be quoted for the duration of the contract period.

17.6.2 QUANTITIES

Quantities cannot be guaranteed.

18. SECTION C

18.1 ROLES AND RESPONSIBILITIES

18.1.1 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.

18.1.2 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.
Deliveries not complying with the order forms will be returned to the contractor at the contractor's expense.

18.1.3 POST-AWARD PRODUCT COMPLIANCE PROCEDURES

The following post-award product compliance procedures will apply:

18.1.4 QUALITY ADHERANCE

Bidder's attention is drawn to paragraph 8 of the General Conditions of Contract regarding inspection, tests and analysis.
If the delivered supplies are not in accordance with the contract requirements, the cost of inspections, tests and analysis done by an independent testing facility shall be paid by the contractor.

18.2 CONTRACT PRICE ADJUSTMENT

18.2.1 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).

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

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

18.3 FORMULA COMPONENT DEFINITIONS

18.3.1 ADJUSTABLE AMOUNT

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

18.3.2 FIXED PORTION

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

18.3.3 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 table below, other than that cost components must be indicated on each line item when finalising pricing schedule.

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

18.3.4 APPLICABLE INDICES / REFERENCES

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

Cost component	Index Publication	Index Reference
D1 – Imported Raw Material / Finished product (if applicable)	Supplier / Manufacturer invoice(s) and remittance	Documentary evidence to accompany claim.
D2 - Local Raw Material / Finished product (if applicable)	STATS SA P0142.1 (PPI) Table 1	Textiles, clothing and Footwear – Clothing OR Documentary evidence to accompany claim
D3 - Labour	STATS SA P0141 (CPI), Table E OR Labour agreement2	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

18.3.5 BASE INDEX DATE

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

18.3.6 END INDEX DATE

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

18.3.7 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**
1st Adjustment (after 12 months)	**After One (1) year of signing the contract**		**Date of application of adjustment after approval was obtained**
2nd Adjustment (after 12 months)	**After two (2) years 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.*

18.3.8 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 and the average 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 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.

Currency	**Rates of exchange** 12-month average for the contract period
US Dollar	
Pound Sterling	
Euro	
Yuan	

Should the bidder make use of any other currency not mentioned above, the bidder is requested to calculate the average, using the Reserve Bank published rates for the specific currency. Visit www.reservebank.co.za to obtain the relevant rates.

18.3.7 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
1st Adjustment (after 12 months)	**After One (1) year of signing the contract**		**Date of application of adjustment after approval was obtained**
2nd Adjustment (after 12 months)	**After two (2) years 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.*

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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 and the average 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 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.

Currency	**Rates of exchange** 12-month average for the contract period
US Dollar	
Pound Sterling	
Euro	
Yuan	

Should the bidder make use of any other currency not mentioned above, the bidder is requested to calculate the average, using the Reserve Bank published rates for the specific currency. Visit www.reservebank.co.za to obtain the relevant rates.

Contract price adjustments due to rate of exchange variations are based on average exchange rates as published by the Reserve Bank for the periods indicated hereunder:

Adjustment	**Average exchange rates for the period:**
1st Adjustment (after 12 months)	**Date to Date**
2nd Adjustment (after 12 months)	**Date to Date**

19. GENERAL

Unless prior approval has been obtained from SAPS Contract Management, no adjustment in contract prices will be made. Applications for price adjustment must be accompanied by documentary evidence in support of any adjustment.
CPA applications will be applied strictly according to the specified formula and parameters above as well as the cost breakdown supplied by bidders in their bid documents.
In the event where the supplier's CPA application, based on the above formula and parameters, differs from Contract Management SAPS verification, Contract Management SAPS will consult with the supplier to resolve the differences. The South African Police Service reserves the right to negotiate amended contract prices at any stage prior to the final notification to end users.

20. PACKAGING

Goods supplied must be packed in suitable packaging before distribution.

21. 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.

NAME OF BIDDER: ....

NAME OF CONTACT PERSON: ....

CAPACITY: ....

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

BID 19/1/9/1/52TV (24): REFLECTIVE MARKING AND DEMARKING OF SOUTH AFRICAN POLICE SERVICE VEHICLES, TRAILERS AND MOTORCYCLES / QUADRUCYCLES FOR A PERIOD OF THREE (3) YEARS: NATIONALLY

CAN YOU PLEASE SELECT / TICK WHICH PROVINCE(S) YOU'RE BIDDING FOR:

LIMPOPO PROVINCE: (   )

MPUMALANGA PROVINCE: (   )

NORTH WEST PROVINCE: (   )

GAUTENG PROVINCE: (   )

FREE STATE PROVINCE: (   )

NORTHERN CAPE PROVINCE: (   )

EASTERN CAPE PROVINCE: (   )

KWAZULU NATAL PROVINCE: (   )

WESTERN CAPE PROVINCE: (   )

CLOSING DATE OF THE BID 2025/10/08 @ 11:00

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.

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

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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.

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…………………………………	…………………………………………………
Signature	Date
…………………………………	…………………………………………………
Position	Name of bidder

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1. PILLARS OF THE PROGRAMME

1.1. The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US$ 10 million or other currency equivalent to US$ 10 million will have a NIP obligation. This threshold of US$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US$10 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US$3 million awarded to one seller over a 2 year period which in total exceeds US$10 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US$10 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US$10 million.

1.2. The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3. To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4. A period of seven years has been identified as the time frame within which to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1. In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2. The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1 (b) to 1.1 (d) above.

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

3.1. Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2. In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid/contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3. The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag 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;

f. the contractor will implement the business plans; and

g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

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

Bid number: .... Closing date: ....

Name of bidder: ....

Postal address: ....

....

Signature: .... Name (in print): ....

Date: ....

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 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

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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).

The applicable preference point system for this tender is the 90/10 preference point system.

1.2 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.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

1.4 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.

1.5 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

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:

80/20 or **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\max}{P\max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\max}{P\max}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = 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.

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

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 claimed (80/20 system) (To be completed by the tenderer)
Persons historically disadvantaged on the **basis of race** with **at least 51%** ownership	3	
Persons historically disadvantaged on the **basis of gender** with **at least 51%** ownership	3	
Persons with **at least 51%** ownership who are **youth**	2	
Persons historically disadvantaged on the **basis of disability** with **at least 51%** ownership	2	
Non-compliant contributor	0	
Total	10	

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]

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 OF TENDERER

SURNAME AND NAME: ....

DATE: ....

SPECIFICATION FOR REFLECTIVE MARKING AND DEMARKING OF SOUTH AFRICAN POLICE SERVICE VEHICLES, TRAILERS AND MOTORCYCLES/ QUADRUCYCLES

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SPEC: 323333/25

DATE: 2025-06-19

REV: 03

STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BIDDER COMPLY OR DO NOT COMPLY WITH THE REQUIREMENT OF THE SPECIFICATION		COMPLY / DO NOT COMPLY
1.	**GENERAL:**	
1.1	The South African Police Service (SAPS) requires visibility and identification markings, which are *to be die-cut or computer cut and* applied/fitted to identified new vehicles / damaged repaired vehicles, trailers and motorcycles/ quadrucycles for national standardization and uniformity of appearance of the SAPS vehicle fleet.	
1.2	All prices for marking, demarking and partial marking must be filled in, on a USB. Bidders must fill all required fields on the USB and submit with the bid documents on closing date and time of the Bid.	
1.3	Partial marking for repairs on all vehicles, trailers and motorcycles/ quadrucycles must also be part of the bid and be priced as per USB.	
1.4	In the event of damage to one specific panel/ fairing of a vehicle, trailer and/ or motor cycle/ quadrucycle, all the old markings on the panel/ fairing must be removed and be replaced with new markings as described in this specification. The successful bidder will be responsible to purchase required material from the specific material manufacturer/distributor.	
1.5	In case of damage to a marked vehicle, trailer and motor cycle/ quadrucycle that does not comply with this specification, all existing markings including cracked or faded markings must be removed and the vehicle, trailer and/ or motor cycle/ quadrucycle be remarked according to this specification.	
1.6	The successful bidder must submit a letter from the manufacturer, every six (6) months after signing a contract with the SAPS, for the duration of the contract, confirming that the material complies with all relevant SANS, ECE and SABS or Higher specifications.	
1.7	After award of the Bid, the Bidder must be allowed a period of 30 calendar days to set up his/her logistics in order to commence delivery to respective SAPS Garages, New Vehicle Warehouses and Auction Sites. In the event that a Bidder is not in a position to deliver material to the SAPS during this period, the SAPS reserves the right to place written or electronic orders at any supplier on quotation-basis, as the SAPS deems fit in its sole discretion.	
2.	**SPECIFICATION: CATEGORY A: VEHICLES**	
2.1	**MATERIAL**	
2.1.1	All relevant material must be supplied by the bidder.	

2.1.2	The material must comply with the requirements of SANS 1519-1 and SANS 20104 (ECE R104) or equivalent or higher. The bidder must obtain the following latest test reports from the reflective material manufacturer and include the valid test reports with the bid:	
	• ***Full compliance*** *of the fluorescent reflective yellow – green and orange prismatic material to requirements of the newest version of* ***SANS 1519-1 or equivalent or higher***	
	• ***Full compliance*** *of the white and blue reflective vehicle fleet marking grade material to requirements of the newest version of* ***SANS 20104 (ECE R104) or equivalent or higher***	
2.1.3	All material used to be die-cut or computer-cut and supplied in kit form for the various vehicle types.	
2.1.4	Material used for lettering and wording must be rounded with a 3 mm radius on the corners.	
2.1.5	Material used for stripes and panels must be rounded with a 5 mm radius on the corners.	
2.1.6	The design layout contains four (4) colours, which includes:	
	• **Yellow-green**, fluorescent reflective material (Prismatic, 5 year material).	
	• **Orange,** fluorescent reflective material (Prismatic, 5 year material)	
	• **White** reflective material (7 year reflective vehicle fleet marking grade material).	
	• **Blue** reflective material (7 year reflective vehicle fleet marking grade material).	
2.1.7	The fluorescent and reflective material must be sealed on the edges along the lengths to prevent dirt from accumulating and water penetrating the material if it is an open cell structure material.	
2.1.8	Reflective material must contain watermarks for purposes of on-vehicle traceability, warranty enforcement and anti-counterfeiting in accordance with this specification, as follows:	
2.1.8.1	Watermarks, consisting of the name or logo of the manufacturer of the reflective material, must be indelibly embedded in the Fluorescent yellow green prismatic material.	
2.1.8.2	Watermarks, consisting of the Approval Mark as described in paragraphs 4.1, 5.4 & Annexure 3 of SANS 20104 (ECE R104) or equivalent or higher, must be indelibly embedded in the Blue and white reflective fleet marking grade material.	
2.1.8.3	The letter size of the watermark name of the manufacturer or logo of the reflective material must be 6mm (± 2mm).	
2.1.8.4	The approval mark and reflective material manufacturer's name or logo watermark must be positioned in a horizontal line/plane and in a vertical line/ plane for sheeting and horizontal for strips on a roll.	

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2.2	**DESIGN**	
2.2.1	**Front of Vehicle (i.e. bonnet and bumper)**	
2.2.1.1	The markings on the front bonnet of a vehicle must comprise of:	
	a. The word POLICE (font: Square 721) in reverse/ mirrored lettering, in white reflective material, 700 mm in length and 120 mm letter height, positioned on a blue reflective rectangular panel, 730 mm in length and 150 mm in height.	
	(i) This combination is positioned on the front of the bonnet, centred, horizontal and must be as close to the vehicle grill as possible.	
2.2.1.2	A set of yellow-green, fluorescent, reflective stripes (prismatic) and blue reflective stripes, in parallel, on either side of the rectangular panel.	
	a. The outer stripes to be yellow-green, and the inner stripes to be blue.	
	b. Each yellow-green and blue stripe to be 50 mm in width with a parallel gap of 35 mm between each yellow-green and blue stripe.	
	c. This combination must reach from the side of the word POLICE to the middle of the bonnet in a broken V format.	
	d. Contours of the bonnet of the vehicles need to be taken into consideration when these stripes are positioned.	
2.2.1.3	The markings on the front bumper of a vehicle must comprise of:	
	a. 1 x 50 mm wide horizontal stripe of blue reflective material, positioned along the front and side corners of the bumper.	
	b. The height of the stripe on the front bumper to be the same as the continuous stripe down the sides and around the vehicle. However, a minor deviation will be allowed depending on the design of the vehicle.	
2.2.2	**Side of Vehicle**	
2.2.2.1	The markings on the side of a vehicle must comprise of:	
	a. 3 x Horizontal stripes positioned in parallel along the length/sides of the vehicle.	
	b. The top stripe to be yellow-green, fluorescent, reflective (prismatic), 50 mm wide.	
	c. The middle stripe to be blue reflective, 120 mm wide.	
	d. The bottom stripe to be yellow-green, fluorescent, reflective (prismatic), 50 mm wide.	
	e. This combination sequence must be situated just beneath the window line taking the contours of the vehicle into consideration following a straight line as far as possible.	
2.2.2.2	The word POLICE (Font: Square 721) in blue reflective material 1000 mm in length and 150 mm letter height positioned centrally on a white reflective rectangular panel 1030 mm in length and 180 mm in height.	
	a. The white panel must be parallel with the horizontal plane of the bottom edge of both front doors, and the bottom edge of the white panel must be approximately 5 mm above the bottom edge of the doors.	

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2.2.2.3	The words CRIME STOP on a top line and 08600 10111 on a bottom line (single space gap between 08600 and 10111). The words (Font: Square 721) in blue reflective material 370 mm in length for CRIME STOP and 370mm in length for 08600 10111, with 60 mm letter height (per line) positioned centrally on a white reflective rectangular panel 400 mm in length and 150 mm in height.	
2.2.2.4	Layout: Sedan vehicles and other vehicles with four (4) doors (2 doors on either side).	
	a. The white reflective, rectangular panel must be parallel with the horizontal plane of the bottom edge of both rear doors, positioned in the lower centre of the door and in line with the centre of the word POLICE on the front doors.	
2.2.2.5	Layout: Patrol-van/LDV type vehicle and other vehicles with two (2) doors (1 door on either side).	
	a. The white panel with wording must be positioned on the rear door of the canopy/tail-gate, below the yellow-green, blue, yellow-green stripe sequence towards the bottom middle of the door/tail-gate.	
2.2.2.6	If the words and panel referred to in par 2.2.2.3 above, cannot be positioned below the yellow-green, blue, yellow-green stripe sequence, the dimensions are amended as follows: the words CRIME STOP and 08600 10111 (single space gap between 08600 and 10111), in one line (Font: Square 721), in blue reflective material 620 mm in length, with 45 mm letter height, positioned centrally on a white reflective, rectangular panel 650 mm in length and 50 mm in height. The white panel with wording must be positioned on the rear door of the canopy/tail-gate, below the yellow-green, blue, yellow-green stripe sequence towards the bottom middle of the door/tailgate.	
2.2.2.7	The call sign of the vehicle positioned on the left-front fender and right-front fender between the front doors and wheel arches, and on the yellow-green, blue, yellow-green stripe sequence on the blue stripe (Font: Square 721, 60 mm letter height), in white reflective material.	
2.2.2.8	1 x 50 mm wide horizontal stripe of blue reflective material, positioned along the bottom of the vehicle (front, sides and rear).	
	a. The bottom edge of the stripe must be in line with the bottom of the word POLICE or the top edge of the stripe must be in line with the top of the word POLICE.	
	b. The height of the stripe to be continuous along and around the vehicle, however, a minor deviation will be allowed depending on the design of the vehicle in respect of the front and rear bumpers/door/tail-gate.	
2.2.2.9	A POLICE STAR must be positioned in the middle of both front doors in the middle of the combined yellow-green, blue, yellow-green stripe sequence.	
2.2.2.10	The POLICE STAR must be cut with a continuous border of 10 mm throughout.	

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2.2.2.11	The POLICE STAR must be positioned in an opening that is created when the combined yellow-green, blue and yellow-green stripes are discontinued. This opening must be rounded to create a partial circular shape opening for the police star to be positioned.	
2.2.2.12	The POLICE STAR must be silk-screened on top of white reflective material with a clear coating to protect the Coat of Arms.	
2.2.2.13	Size of the POLICE STAR: diameter = 270 mm (star point-to-point including the 10mm border around).	
2.2.2.14	The POLICE STAR must not be fitted too high as to create a rounding and it must be ensured that the POLICE STAR has no defects, bubbles, etc. to avoid a flawed impression.	
2.2.2.15	The name of the police station/unit/section/sector must be fitted towards the rear of the vehicle within the blue reflective 120 mm stripe and as far as possible be in one line.	
	a. This name must start/end approximately 100 mm from the rear of the vehicle. (Font: Square 721, 80 mm letter height) in white reflective material.	
	b. Suitable die-cutter/computer cutting machinery to be used to cut police station/unit/section/sector names and call-signs.	
2.2.2.16	The words SA POLICE SERVICE, telephone symbol 10111 must be fitted/positioned above the top of the yellow-green, blue, yellow-green stripe sequence (Font: Square 721, 45 mm letter height) in blue reflective material, towards/from the rear of the vehicle.	
	a. The fitment/positioning of the words must be determined after taking the design and contours of the vehicle into consideration.	
2.2.2.17	The extra markings for the side of a patrol vehicle (1 ton LDV with canopy).	
	a. The word POLICE followed by the vehicle call sign is fitted between a 50 mm wide blue reflective stripe above the top drip rail on a vehicle with a canopy (Font: Square 721, 80 mm letter height).	
	b. The blue reflective stripe to be discontinued to create three (3) narrow angled lines.	
2.2.2.18	Petrol or diesel decal to be fixed on the fuel flap indicating the relevant fuel type (120 mm in length and 20 mm in height). The colour must be red or white depending on the colour of the vehicle for best contrast.	
2.2.3	**Rear of vehicle**	
2.2.3.1	The markings on the rear of a vehicle must comprise of:	
	a. The same sequence of yellow-green, blue, yellow-green stripes continue on the rear of **ALL** vehicles.	
	b. Layout: Sedan vehicles and other vehicles with four (4) doors (2 doors on either side).	
	I. The word POLICE (Font: Square 721) in white reflective material 620 mm in length and 100 mm letter height must be positioned centrally on a blue reflective rectangular panel 650 mm in length and 120 mm in height. The panel with wording must be positioned centrally on the rear bumper of the vehicle.	

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	II. If the panel with wording is bigger than the area on the bumper where it is supposed to be positioned, the panel with wording must be reduced proportionately.	
	III. If the panel with wording cannot be positioned on the rear bumper of the vehicle, a suitable place must be found for it to be positioned on the right hand side rear of the vehicle. If necessary, the panel with wording must be reduced proportionately.	
	IV. The same sequence of the blue reflective 50 mm stripe continues around the bottom of the vehicle (rear bumper/door/tail-gate area). There must be a spacing for the positioning of the panel with wording POLICE.	
	V. A yellow-green stripe (50 mm height) must be fitted and positioned below the blue reflective 50 mm stripe along the rear bumper/door/tail-gate area. There must be a spacing for the positioning of the panel with the wording POLICE.	
2.2.3.2	Layout: Patrol-van/LDV type vehicle and other vehicles with two (2) doors (1 door on either side).	
	a. The word POLICE (Font: Square 721) in white reflective material 620 mm in length and 100 mm letter height must be positioned centrally within the blue 120 mm stripe of the yellow-green, blue, yellow-green sequence.	
2.2.3.3	The call sign of the vehicle positioned on the left hand side of the vehicle (boot, canopy door, etc. (Font: Square 721), (70 mm letter height)) in blue reflective material.	
2.2.3.4	The extra markings for the rear of a Patrol-van:	
	a. Three stripes in blue reflective material 20 mm each, positioned with 10 mm gaps, fitted above the canopy door.	
	b. The number 10111 with the telephone symbol to be situated in the middle of the combination of the three blue stripes (Font: Square 721, 100 mm letter height) in blue reflective material. The number with the telephone symbol must be positioned in an opening that is created when the blue stripe is discontinued.	
2.2.3.5	The extra markings for the rear of a vehicle assigned to an Accident Combating Unit / Accident Response Team must comprise of:	
	a. A retro-reflective chevron sign comprising of Orange fluorescent reflective material.	
	b. The sign must be fitted to any available blank panel excluding window and tail light glass.	
	c. The Orange and Yellow-Green stripes must be a width of 100mm and positioned at 55° angles.	

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	d. The left half must start at the bottom left and end at the top middle, the right half must start at the bottom right and end at the top middle.	
2.2.4	**Roof of vehicle**	
2.2.4.1	The roof of the vehicle markings must comprise of:	
	a. The call sign of the vehicle (Font: Square 721, 400 mm letter height) is positioned on the roof of the vehicle taking into consideration antennae, blue lights or extra roof fixtures. The colour must be blue or white reflective material depending on the colour of the vehicle for best contrast.	
2.2.4.2	All vehicles (mini-busses, busses, trucks, Nyalas, Casspirs, trailers etc.) must also be marked according to the requirements of the National Road Traffic Act 93 of 1996 (namely, vehicle conspicuity tape/contour markings).	
3.	**SPECIFICATION: CATEGORY B: TRAILERS**	
3.1	**MATERIAL**	
3.1.1	All relevant material must be supplied by the bidder.	
3.1.2	The material must comply with the requirements of SANS 1519-1 and SANS 20104 (ECE R104). The bidder must obtain the following latest test reports from the reflective material manufacturer and include the valid test reports with the bid:	
	• ***Full compliance** of the fluorescent reflective yellow-green prismatic material to requirements of the newest version of **SANS 1519-1 or equivalent or higher.***	
	• ***Full compliance** of the white and blue reflective vehicle fleet marking grade material to requirements of the newest version of **SANS 20104 (ECE R104) or equivalent or higher.***	
	• ***Full compliance** of the red reflective vehicle fleet marking grade material to requirements of the newest version of **SANS 20104 (ECE R104) or equivalent or higher.***	
3.1.3	All material used to be die-cut or computer-cut and supplied in kit form for the particular trailer.	
3.1.4	Material used for lettering and wording must be rounded with a 3 mm radius on the corners.	
3.1.5	Material used for stripes and panels must be rounded with a 5 mm radius on the corners.	
3.1.6	The design layout contains four (4) colours:	
	• **Yellow-green**, fluorescent reflective material (Prismatic).	
	• **White** reflective material (vehicle fleet marking grade material).	
	• **Blue** reflective material (vehicle fleet marking grade material).	
	• **Red** reflective material (vehicle fleet marking grade material)	
3.1.7	The fluorescent, reflective material must be sealed on the edges along the lengths to prevent dirt from accumulating and water penetrating the material if it is an open-cell structure material.	

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3.1.8	Reflective material must contain watermarks for purposes of on- trailer traceability, warranty enforcement and anti-counterfeiting in accordance with this specification, as follows:	
3.1.8.1	Watermarks consisting of the name or logo of the manufacturer of the reflective material, must be indelibly embedded in the Fluorescent yellow green prismatic material.	
3.1.8.2	Watermarks, consisting of the Approval Mark as described in paragraphs 4.1, 5.4 & Annexure 3 of SANS 20104 (ECE R104), must be indelibly embedded in the blue and white reflective fleet marking grade material.	
3.1.9	The letter size of the watermark name of the manufacturer of the reflective material must be 6mm (±2mm).	
3.1.10	The approval mark and reflective material manufacturer's name or logo watermark must be positioned in a horizontal line/plane and in a vertical line/ plane for sheeting and horizontal for strips on a roll. The approval mark and name or logo of the manufacturer must be legibly displayed on the sheeting/roll strips respectively.	
3.2	**DESIGN**	
3.2.1	**Front of Trailer**	
3.2.2	**Nose Cone (if fitted):**	
3.2.2.1	A set of yellow-green, fluorescent, reflective stripes (prismatic) and blue reflective stripes, in parallel, on either side of the nose cone.	
3.2.2.2	The outer stripes to be yellow-green, and the inner stripes to be blue.	
3.2.2.3	Each yellow-green and blue stripe to be 50 mm in width with a parallel gap of 35 mm between each yellow-green and blue stripe. The stripes may be proportionately trimmed in a straight line and the parallel gap may be proportionately adjusted to the design and type of the nose cone.	
3.2.2.4	This combination must commence from the outside to the inside of the nose cone and be centralized taking into account the width and length of the nose cone. Each corresponding stripe must meet in the middle of the nose cone in a V format.	
3.2.2.5	Contours of the nose cone need to be taken into consideration when these stripes are positioned.	
3.2.2.6	A 50 mm wide horizontal stripe of blue reflective material positioned along the bottom of the nose cone (front and sides).	
3.2.3	**Front Panel:**	
3.2.3.1	The word POLICE (font: Square 721) in white reflective material, 700 mm in length and 120 mm letter height positioned on a blue reflective rectangular panel, 730 mm in length and 150 mm in height.	
3.2.3.2	This combination is positioned on the front of the trailer panel, centred both horizontally and vertically considering the width and height of the panel excluding the nose cone if fitted.	
3.2.3.3	A set of yellow-green, fluorescent, reflective stripes (prismatic) and blue reflective stripes, in parallel, on either side of the front panel.	
3.2.3.4	The outer stripes to be yellow-green, and the inner stripes to be blue.	

3.2.3.5	Each yellow-green and blue stripe to be 50 mm in width with a parallel gap of 35 mm between each yellow-green and blue stripe. The stripes may be proportionately trimmed in a straight line and the parallel gap may be proportionately adjusted to the design and type of the front panel.	
3.2.3.6	This combination must commence from the outside to the inside of the front panel and be centralized to both side of the word POLICE and in a V format.	
3.2.3.7	Contours of the front panel need to be taken into consideration when these stripes and wording are positioned.	
3.2.4	**Side of trailers:**	
3.2.4.1	The markings on the side of a trailer must comprise of:	
	a. 3 x Horizontal stripes positioned in parallel along the length/sides of the trailer.	
	b. The top stripe to be yellow-green, fluorescent, reflective (prismatic), 50 mm wide.	
	c. The middle stripe to be blue reflective, 120 mm wide.	
	d. The bottom stripe to be yellow-green, fluorescent, reflective (prismatic), 50 mm wide.	
	e. This combination sequence must be centralized taking into account the height of the trailer excluding the ground clearance taking the contours of the trailer into consideration and following a straight line as far as possible.	
3.2.4.2	The word POLICE (Font: Square 721) in blue reflective material 1000 mm in length and 150 mm letter height positioned centrally on a white reflective rectangular panel 1030 mm in length and 180 mm in height.	
3.2.4.3	The white panel must be parallel and centralized with the horizontal plane of the bottom edge of both sides of the trailer, and the bottom edge of the white panel must be approximately 5 mm above the bottom edge of the trailer.	
3.2.4.4	The design and type of the trailer must be considered which may be necessary to move the word POLICE to an appropriate space.	
3.2.4.5	The words CRIME STOP on a top line and 08600 10111 on a bottom line (single space gap between 08600 and 10111). The words (Font: Square 721) in blue reflective material 370 mm in length for CRIME STOP and 370mm in length for 08600 10111, with 60 mm letter height (per line) positioned centrally on a white reflective rectangular panel 400 mm in length and 150 mm in height.	
3.2.4.6	The white reflective, rectangular panel must be parallel with the horizontal plane of the bottom edge of both rear sides of the trailer, positioned in the lower centre of the sides of the trailer and in line with the centre of the word POLICE. The design and type of the trailer must be considered.	
3.2.4.7	In the case where the layout of the side of the trailer affects the placement of the white reflective, rectangular panel, the white panel with wording must be positioned on the rear panel of the trailer, below the yellow-green, blue, yellow-green stripe sequence towards the bottom middle of the panel.	

3.2.4.8	If the words and panel referred to in par 3.2.4.5 above, cannot be positioned below the yellow-green, blue, yellow-green stripe sequence, the dimensions are amended as follows: the words CRIME STOP and 08600 10111 (single space gap between 08600 and 10111), in one line (Font: Square 721), in blue reflective material 620 mm in length, with 45 mm letter height, positioned centrally on a white reflective, rectangular panel 650 mm in length and 50 mm in height. The white panel with wording must be positioned on the rear panel, below the yellow-green, blue, yellow-green stripe sequence towards the bottom middle of the rear panel.	
3.2.4.9	1 x 50 mm wide horizontal stripe of blue reflective material, positioned along the bottom of the trailer (front, sides and rear).	
3.2.4.10	The bottom edge of the stripe must be in line with the bottom of the word POLICE or the top edge of the stripe must be in line with the top of the word POLICE.	
3.2.4.11	The height of the stripe to be continuous along and around the vehicle, however, a minor deviation will be allowed depending on the design of the trailer in respect of the front, sides and rear.	
3.2.5	**Rear of trailer**	
3.2.5.1	The markings on the rear of a trailer must comprise of:	
	a. The same sequence of yellow-green, blue, yellow-green stripes continue on the rear of **ALL** trailers.	
	b. The word POLICE (Font: Square 721) in white reflective material 620 mm in length and 100 mm letter height must be positioned centrally on a blue reflective rectangular panel 650 mm in length and 120 mm in height. The panel with wording must be positioned centrally on the rear lower part of the panel.	
	c. If the panel with wording is bigger than the area on the lower part of the panel, where it is supposed to be positioned, the panel with wording must be reduced proportionately.	
	d. If the panel with wording cannot be positioned on the rear panel of the trailer, a suitable place must be found for it to be positioned on the right hand side of the rear of the trailer. If necessary, the panel with wording must be reduced proportionately.	
	e. The same sequence of the blue reflective 50 mm stripe continues around the bottom of the trailer (rear area). There must be a spacing for the positioning of the panel with wording POLICE.	
	f. A yellow-green stripe (50 mm height) must be fitted and positioned below the blue reflective 50 mm stripe along the rear lower panel area. There must be a spacing for the positioning of the panel with the wording POLICE.	
3.2.5.2	The extra markings for the rear of a trailer:	
	a. Three stripes in blue reflective material 20 mm each, positioned with 10 mm gaps, fitted on either side of the top part of the trailer.	

	b. The number 10111 with the telephone symbol to be situated in the middle of the combination of the two sets of three blue stripes (Font: Square 721, 100 mm letter height) in blue reflective material. The number with the telephone symbol must be positioned in the opening that is created between the two sets of three blue stripes.	
3.2.5.3	The extra markings on trailer used for transportation of dogs:	
	a. **Sides of trailer**: The words CAUTION DOGS IN TRANSIT in a straight line (Font: Square 721) in red reflective material 500 mm in length and 100 mm letter height must be positioned centrally on a white reflective rectangular panel 550 mm in length and 120 mm in height. The panel with wording must be positioned centrally above all doors on both sides of the trailer. If necessary, the panel with wording must be reduced proportionately.	
	b. **Rear of trailer**: The words CAUTION on a top line and DOGS IN TRANSIT on a bottom line (Font: Square 721) in red reflective material 500 mm in length and 100 mm letter height must be positioned centrally on a white reflective rectangular panel 550 mm in length and 120 mm in height. The panel with wording must be positioned centrally on the rear lower part of the panel above the blue reflective 50mm stripe. If necessary, the panel with wording must be reduced proportionately.	
3.2.5.4	The extra markings on trailer used for transportation of horses:	
	a. **Sides of trailer**: The words CAUTION on a top line and HORSES IN TRANSIT on a bottom line (Font: Square 721) in red reflective material 500 mm in length and 100 mm letter height must be positioned centrally on a white reflective rectangular panel 550 mm in length and 120 mm in height. The panel with wording must be positioned centrally below the POLICE STAR on both sides of the trailer. If necessary, the panel with wording must be reduced proportionately.	
	b. **Rear of trailer**: The words CAUTION on a top line and HORSES IN TRANSIT on a bottom line (Font: Square 721) in red reflective material 500 mm in length and 100 mm letter height must be positioned centrally on a white reflective rectangular panel 550 mm in length and 120 mm in height. The panel with wording must be positioned centrally on the rear door(s) of the trailer below the middle lower 50mm blue reflective stripe. If necessary, the panel with wording must be reduced proportionately.	
3.3	**POLICE STAR**	
3.3.1	A POLICE STAR must be positioned in the middle of the sides of the trailer in the middle of the combined yellow-green, blue, yellow-green stripe sequence.	
3.3.2	The POLICE STAR must be cut with a continuous border of 10 mm throughout.	
3.3.3	The POLICE STAR must be positioned in an opening that is created when the combined yellow-green, blue and yellow-green stripes are	

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	discontinued. This opening must be rounded to create a partial circular shape opening for the police star to be positioned.	
3.3.4	The POLICE STAR must be silk-screened on top of white reflective material with a clear coating to protect the Coat of Arms.	
3.3.5	Size of the POLICE STAR: diameter = 270 mm (star point-to-point including the 10mm border around).	
3.3.6	The POLICE STAR must not be fitted too high as to create a rounding and it must be ensured that the POLICE STAR has no defects, bubbles, etc. to create a flawed impression.	
3.3.7	All trailers must also be marked according to the requirements of the National Road Traffic Act 93 of 1996 (namely, vehicle conspicuity tape/contour markings).	
3.3.8	All windows and surface areas on doors which are ventilated (holes) for purpose of air circulation (dogs/horses) must not be marked.	
4.	**SPECIFICATION: CATEGORY C: MOTORCYCLES / QUADRUCYCLES**	
4.1	**MATERIAL**	
4.1.1	All relevant material must be supplied by the bidder.	
4.1.2	The material must comply with the requirements of SANS 1519-1 and SANS 20104 (ECE R104) or equivalent or higher. The bidder must obtain the following latest test reports from the reflective material manufacturer and include the valid test reports with the bid:	
	• ***Full compliance** of the fluorescent reflective yellow – green prismatic material to requirements of the newest version of **SANS 1519-1 or equivalent or higher***	
	• ***Full compliance** of the white and blue reflective vehicle fleet marking grade material to requirements of the newest version of **SANS 20104 (ECE R104) or equivalent or higher***	
4.1.3	All material used to be die-cut or computer-cut and supplied in kit form for the various motorcycles/quadrucycles.	
4.1.4	Material used for **lettering** and **wording** must be rounded with a radius of 2 mm on the corners.	
4.1.5	Material used for stripes and panels must be rounded with a radius of between 3-5 mm radius on the corners taking into account the size and length of the panels/fairings.	
4.1.6	The design layout contains three (3) colours:	
	a. **Yellow-green**, fluorescent reflective material (Prismatic).	
	b. **White** reflective material (vehicle fleet marking grade material).	
	c. **Blue** reflective material (vehicle feet marking grade material).	
4.1.7	The fluorescent, reflective material must be sealed on the edges along the lengths to prevent dirt from accumulating and water penetrating the material if it is an open cell structure material.	

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4.1.8	Reflective material must contain the manufacturer's watermarks for the purposes of motorcycles/quadrucycles traceability, warranty enforcement and anti-counterfeiting in accordance with this specification, as follows:	
4.1.8.1	Watermarks consisting of the name or logo of the manufacturer of the reflective material, must be indelibly embedded in the Fluorescent yellow green prismatic material.	
4.1.8.2	Watermarks, consisting of the approval mark as described in paragraphs 4.1, 5.4 & Annex 3 of SANS 20104 (ECE R104), must be indelibly embedded in the blue and white reflective fleet marking grade material.	
4.1.9	The letter size of the watermark name of the manufacturer of the reflective material must be 6mm (±2mm).	
4.1.10	The approval mark and reflective material manufacturer's name or logo watermark must be positioned in a horizontal line/plane and in a vertical line/ plane for sheeting and horizontal for strips on a roll. The approval mark and name or logo of the manufacturer must be legibly displayed on the sheeting/roll strips respectively.	
4.2	**DESIGN**	
4.2.1	**Front of motorcycles/quadrucycles**	
4.2.1.1	The markings on the windshield (if fitted) must comprise of:	
4.2.1.2	The word POLICE (font: Square 500mm in reverse/ mirrored lettering, in a white reflective material, 400 mm in length and 80 mm letter height, positioned on a blue reflective rectangular panel 350 mm in length and 100 mm in height. The font size, letter spacing, positioning of the word POLICE must be such that it is proportionate to the width of the windshield and may be trimmed proportionately to fit the windshield.	
4.2.1.3	This combination is positioned on the windshield, centred, horizontal and must be as close to the motorcycles/quadrucycles handle as possible but not be obscured and affect the rider's vision.	
4.2.1.4	The marking on the front tyre mud guard (if fitted) on a motor cycle must comprise of:	
	a. A set of yellow-green, fluorescent, reflective stripes (prismatic) and blue reflective stripes, in parallel, on either side of the front mud guard (if fitted).	
	b. The outer stripes to be yellow-green, and the inner stripes to be blue.	
	c. Each yellow-green and blue stripe to be 50 mm in width with a parallel gap of 30 mm between each yellow-green and blue stripe. The stripes may be proportionately trimmed in a straight line and the parallel gap may be proportionately adjusted to the design and type of the mud guard (if fitted).	
	d. This combination must commence from the outside on either side of the front mud guard commencing from the front to the rear of the front mud guard (if fitted). Each corresponding strip must meet in the middle of the front mud guard in a V format.	
	e. Contours of the front mud guard need to be taken into consideration when these stripes are positioned.	

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4.2.2	**Side of motorcycles/quadrucycles**	
4.2.2.1	The markings on the right/left side of motorcycles/quadrucycles must comprise of:	
	a. 3 x Horizontal stripes positioned in parallel along the length/sides of the panels/fairings/tank.	
	b. The top stripe to be yellow-green, fluorescent, reflective (prismatic), 50 mm wide. The stripe may be trimmed proportionally to fit the respective panels/fairings/tank.	
	c. The middle stripe to be blue reflective, 120 mm wide. The stripe may be trimmed proportionally to fit the respective panels/fairings/tank.	
	d. The bottom stripe to be yellow-green, fluorescent, reflective (prismatic), 50 mm wide. The stripe may be trimmed proportionally to fit the respective panels/fairings/tank.	
4.2.2.2	A POLICE STAR must be positioned in the middle of the blue stripe/sheet between the yellow-green stripe sequence towards the front of both left and right side of the panels/fairings/tank where such space allows for the fitment of the POLICE STAR.	
4.2.2.3	The POLICE STAR must be cut with a continuous border of 3-5 mm throughout.	
4.2.2.4	The POLICE STAR must be silk-screened on top of white reflective material with a clear coating to protect the Coat of Arms.	
4.2.2.5	Size of the POLICE STAR: diameter = 90 mm (star point-to-point including the 3-5 mm border around)	
4.2.2.6	The POLICE STAR must not be fitted too high as to create a rounding and it must be ensured that the POLICE STAR has no defects, bubbles, etc. to create a flawed impression.	
4.2.2.7	Any panels/fairings/tank which immediately offers cover and or protection to the immediate engine area must not be marked due to constant heat generated which may result in the marking peeling off/faded.	
4.2.3	**Rear of Motor Cycle/Quadrucycle**	
4.2.3.1	The panel/fairings/tank which are not obstructed/obscured by any rear tail lighting must be marked proportionately in a horizontal line and the surface area of the panel/fairing/tank must indicate the fitment of either yellow green fluorescent prismatic and or blue reflective vehicle fleet marking grade material.	
4.3	**APPLICATION/FITMENT OF MARKINGS**	
4.3.1	It is required of the successful bidder to comply with, supply and apply/fit all markings according to the specification.	
4.3.2	One (1) month stock holdings of various kits and materials as required to be on-site and each fitment centre to be operational (on-line) at all times.	
4.3.3	No delays due to stock shortages are acceptable.	
4.3.4	There must be sufficient number of skilled staff at each centre to attend to vehicles, trailers and/ or motorcycles/ quadrucycles marking and repairs.	

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4.3.5	The environment in which vehicles, trailers and/ or motorcycles/ quadrucycles are marked or partially marked must be under cover, protected from wind, rain and dust, and comply with Occupational Health and Safety Act 85 of 1993.	
4.3.6	The successful bidder must have the capacity to fully mark a minimum of ten (10) vehicles/ trailers/ motorcycles/ quadrucycles per one (1) working day.	
4.3.7	It would be required of the successful bidder to implement a marking programme for all SAPS Garages and New Vehicle Warehouses that complies with the new vehicle specification i.e. working catalogue for easy reference with pricing for partial marking orders. SAPS to be supplied with one hundred and thirty (130) copies of this catalogue.	
4.3.8	The markings are to be applied to trailers, various vehicles and motorcycles/ quadrucycles. For this reason, the exact dimensions could vary (See par 2.2.4.2).	
4.3.9	Photographs (front, both sides and rear), must be taken by the successful bidder of every vehicle, trailer and/ or motor cycle/ quadrucycle which is marked, and these must be kept on record by the successful bidder for subsequent inspection, quality control, comparison and monitoring by the successful bidder and SAPS.	
4.3.9.1	The photographs must clearly indicate the number plate of the vehicle, trailer and/ or motor cycle/ quadrucycle and/or the VIN/CHASSIS number (written on a chalkboard/whiteboard, the writing of which is clearly legible in the photograph).	
4.3.9.2	The purpose of the photographic record is to ensure national standardization and uniformity of appearance.	
4.3.10	Statistics of vehicles, trailers and/ or motorcycles/ quadrucycles marked must be forwarded to SAPS, Division and Provincial Supply Chain Management on a monthly basis on or before the 5th of each month in the following manner:	
4.3.10.1	New vehicles, trailers and/ or motorcycles/ quadrucycles marked – quantity	
4.3.10.2	Partially marked (damaged vehicles) – quantity.	
4.3.11	Repaired vehicles must be photographed before and after marking. Photographs must be clearly marked “before” and “after” and according to par 4.3.9.1.	
4.3.12	Invoices submitted for payment on every job must be accompanied by a “before” and “after” photograph.	
4.3.13	No loose ends may occur after the application of the markings.	
4.3.14	Each panel and stripe to have a 5 mm clearance from all edges, namely, edges of doors, sills, wheel arches, bumpers, door handles, fuel caps, etc.	

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4.3.15	**No markings must be cut on the vehicle, trailer and/ or motor cycle/ quadrucycle body panels.**	
4.3.16	No overlapping of material will be accepted, except where specified.	
4.3.17	Adhesive for application of markings to the vehicle, trailer and/ or motor cycle/ quadrucycle must be of a high performance, permanent, clear acrylic and pressure sensitive type.	
4.3.18	Only approved cleaning fluids not harmful to paintwork of the vehicle to be used in pre-application cleaning.	
4.3.19	No heavy solvents or abrasive chemicals to be used.	
4.3.20	No air bubbles must be evident after the markings (tape) are applied.	
4.3.21	All panels and stripes must be perfectly aligned and cut perfectly straight.	
4.3.22	Lettering must also be centralized to ensure a professional appearance.	
4.3.23	A fully computerized cutting/die-cutting method must be used for lettering.	
4.3.24	No silk-screening or digital printing will be accepted except for the POLICE STAR.	
4.3.25	No style of font other than that, which is specified, may be used.	
4.3.26	However, the prescribed/specified font may be condensed to compromise for insufficient space and this must be proportional.	
4.3.27	Due to the fact that most vehicles will be treated by vehicle manufacturers against corrosion by means of spraying a wax layer on to strategic places on the vehicle, great care must be taken to clean the vehicles properly before application according to manufacturer's instructions.	
4.3.28	Cleaning the vehicle, trailer as well as motor cycle/ quadrucycle and markings with mild solvents and power washing (fan spray only: no jets) without damaging the markings must be possible.	
5.	<u>**DEMARKING OF VEHICLES**</u>	
5.1	The appointed contractor will also be responsible for the demarking of police vehicles, trailers and motorcycles/ quadrucycles.	
5.2	Removal of marking material must be done without damage to the paintwork of the vehicle, trailer and/ or motor cycle/ quadrucycle.	
5.3	Demarked vehicles, trailers and/ or motorcycles/ quadrucycles must be photographed before and after the demarking process. Photographs must be clearly marked "before" and "after" and according to par 4.3.9.1.	
5.4	Only approved cleaning fluids not harmful to the paintwork of the vehicle, trailer and/ or motor cycle/ quadrucycle must be used for cleaning after removal of the marking material.	
6.	<u>**PATENT RIGHTS**</u>	
6.1	The SAPS will not be responsible for any violations on patent rights.	
6.2	If any aspect of the specification reflects on such a violation, it must be understood that it was done completely unintentionally.	

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7.	**COPYRIGHT**	
7.1	The SAPS retains all rights to this unique design.	
7.2	Only a company with written authority/permission may apply this design to SAPS vehicles for the duration of this contract only.	
7.3	With the expiry of contract, the company must within 7 days return the original design to SAPS, with certificate indicating that the design is returned and no copy is made.	
7.4	Authorisation and written permission to this effect will be awarded to the successful bidder only.	
8.	**QUALITY ASSURANCE**	
8.1	The material being applied to the vehicles, the manner which it is applied, and the completion of markings on vehicles by the successful bidder, will be subjected to quality inspections by members of the SAPS.	
8.2	Performance meetings must be held between the successful bidder and the Division Supply Chain Management and Division Visible Policing and Operations for the purposes of monitoring, evaluation and addressing of challenges being experienced.	
8.3	The successful bidder must maintain regular contact (on a monthly or more regular basis) with identified officials of the SAPS: Supply Chain Management environment at National and Provincial levels. This is to encourage an 'open' line of communication, and to ensure that challenges are attended to in an effective and efficient manner.	
8.4	All bidders must make provision for at least two (2) optional test reports by the SABS in case different materials need to be used. This will be done only if requested by SAPS at the expense of the bidder if there are any discrepancies in terms of materials being used.	
8.5	Any defective material will be rectified at the successful bidder's expense.	
9.	**WARRANTY**	
9.1	The durability of the reflective material (fluorescent, retro-reflection, colour and adhesion) must be guaranteed.	
9.2	Orange, fluorescent, reflective material (prismatic) – minimum of 5 years;	
9.3	White reflective vehicle fleet marking grade material - minimum of 7 years;	
9.4	Blue reflective vehicle fleet marking grade material - minimum of 7 years.	
9.5	Yellow-green, fluorescent reflective material (Prismatic, 5 year material).	
9.6	The bidder must supply the manufacturer's guarantees/ warranties with the bid.	
9.7	The technique and quality of the fitment of the reflective material to vehicles of the SAPS fleet must also be guaranteed by the bidder.	
9.8	The ink must be of high quality and clear coat must have UV protection of at least up to seven (7) years.	

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10.	**SABS STANDARDS**	
10.1	It is the responsibility of the bidder to familiarise themselves and to obtain all SABS standards or equivalent or higher mentioned in the specification, purchasing of those standards is entirely at the cost of the bidder.	
11.	**DELIVERY**	
11.1	After placement of order, marking must commence within 48 hours (2 working days).	
12.	**LOCATIONS FOR MARKING AND DEMARKING**	
12.1	Marking will be done as follows:	
12.1.1	Marking of new vehicles – New Vehicle Warehouses Nationally.	
12.1.2	Damaged repaired vehicles – SAPS Garages Nationally.	
12.2	Demarking will be done as follows:	
12.2.1	Auctioneering sites – Auction Sites and SAPS Garages Nationally.	

Specification approved by:

LIEUTENANT GENERAL
DIVISIONAL COMMISSIONER: VISIBLE POLICING AND OPERATIONS
MJ MAMOTHETI

Date: 2025-07-30

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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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 RSA.

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1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance

7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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