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DEPARTMENT: SOUTH AFRICAN POLICE SERVICE

REPUBLIC OF SOUTH AFRICA

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

The Manager

Reference no: 19/1/9/1/23TP (24)

Date: _____

Enquiries: Lt Col Malan

Tel no: 012 8417041

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 **90** days after the closing date.
- ! The attached forms/annexures, if completed in detail and returned, will form part of your bid.

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

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

Yours faithfully

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

Date: 20/1/20

PLEASE NOTE

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BID NO: 19/1/9/1/23TP (24)
CLOSING TIME: 11:00 ON 2025-02-18

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

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

NOTED BY THE BIDDER:

.....
SIGNATURE: BIDDER

.....
DATE

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

ALL BID DOCUMENTS MUST BE HANDED IN AND REGISTERED AT SECURITY OFFICE BY THE PERSON HANDING IN THE DOCUMENTS AT 117 CRESSWELL ROAD SILVERTON, PRETORIA SCM: ON OR BEFORE 2025-02-18 BY 11:00 AM

A COMPULSORY BRIEFING SESSION WILL BE HELD ON 2025-02-05 AT, PHUMULANI BARRACKS SINGLE QUARTERS, NO. 3 LEEUBEKKIE STREET SILVERTON PRETORIA, SOUTH AFRICA (NEXT TO SAPS DIVISION SCM, NORTH GATE AND FLYING SQUAD)@10:00



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BID DOCUMENT CHECKLIST

BID NO: 19/1/9/1/23TP (24)

DESCRIPTION: APPOINTMENT OF SERVICES PROVIDER TO RENDRE A VEHICLES AUCTIONEERING SERVICE: SAPS BOARDED VEHICLE: TO THE SOUTHAFRICANPOLICESERVICES NATIONALLY (PER PROVINCE) FOR A PERIOD OF TWO (02) YEARS

(Mark with Yes or No)

		Procurement Office	Bidder	Bid Management
NO.	REQUIREMENTS			
1	SBD forms (1, 4and 6.1)	X		
2	Pricing Schedule	X		
3	Central Supplier Database (CSD)	X		
4	Applicable Capability / Test Report / SABS or compliance Certificate	X		
5	Profit Margin	X		
6	Special Requirements and Conditions of the Bid	X		

BIDDER:

NAME IN PRINT

SIGNATURE

DATE

BID MANAGEMENT:

NAME IN PRINT

SIGNATURE

DATE

X = REQUIRED

YES = SUBMITTED / RECEIVED

NO = NOT SUBMITTED / NOT RECEIVED

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**PART A
INVITATION TO BID**

1. YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN POLICE SERVICE					
BID NUMBER: 19/1/9/1/23TP (24)		CLOSING DATE: 2025-02-18		CLOSING TIME: 11H00	
DESCRIPTION: APPOINTMENT OF SERVICE PROVIDER TO RENDER A VEHICLE AUCTIONEERING SERVICE: SAPS BOARDED VEHICLES TO THE SAPS NATIONALLY (PER PROVINCE) FOR A PERIOD OF TWO (2) YEARS					
2. BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:			3. BID RESPONSE DOCUMENTS MAY BE POSTED TO:		
DIVISIONAL COMMISSIONER SUPPLY CHAIN MANAGEMENT SOUTH AFRICAN POLICE SERVICE 117 CRESWELL ROAD SILVERTON PRETORIA 0184			DIVISIONAL COMMISSIONER SUPPLY CHAIN MANAGEMENT SOUTH AFRICAN POLICE SERVICE PRIVATE BAG X254 PRETORIA 0001		
4. BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			5. TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON				CONTACT PERSON	
TELEPHONE NUMBER				TELEPHONE NUMBER	
FACSIMILE NUMBER				FACSIMILE NUMBER	
E-MAIL ADDRESS				E-MAIL ADDRESS	
6. SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER		CODE		NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER		CODE		NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE NUMBER: MAAA
CENTRAL SUPPLIER DATABASE REGISTRATION REPORT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART A:8]	
8. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

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**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

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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 <ul style="list-style-type: none"> For Close Corporations – a copy of the CIPRO report showing the directors/owners/members of the cc For Pty Ltd – a copy of the CIPRO report as well as a copy of the shareholders agreement or a letter from your auditors confirming the shareholding of the company Copy of shareholders/members certificates / agreements 	Approved on CSD			
2.	Business entity's Vat Registration Certificate	Approved on CSD			
3.	Current Business entity original Tax Clearance Certificate	Approved on CSD			
4.	Identity Documents of Shareholders/Directors/Passport Documents	Approved on CSD			
5.	Proof of CIDB Registration	Approved on CSD			
6.	Registration of bank account details	Approved on CSD			
7.	B-BBEE Status level verification certificate	Approved on CSD			



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/23TP (24)

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SPECIAL CONDITIONS OF CONTRACT

BID NUMBER: 19/1/9/1/23TP (24):

APPOINTMENT OF SERVICE PROVIDER TO RENDER A VEHICLE AUCTIONEERING SERVICE:
SAPS BOARDED VEHICLES: TO THE SOUTH AFRICAN POLICE SERVICES NATIONALLY (PER
PROVINCE) FOR A PERIOD OF TWO (02) YEARS

CLOSING DATE AND TIME OF BID: 2024-02-18 @ 11h00

BID VALIDITY PERIOD: 90 DAYS



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1. ABBREVIATIONS

BAC: Bid Adjudication Committee

SG: Specific Goals

CPA: Contract Price Adjustment

ISO: International Organisation for Standardisation

QC: Quality Control

ROE: Rate of Exchange

SABS: South African Bureau of Standards

SANAS: South African National Accreditation System

SBD: Standard Bidding Document

STATS SA: Statistics South Africa

SAIA South African Institute of Auctioneers

VAT: Value- Added Tax

MIB: Manufacturing Importer Builder



2. BID DOCUMENT CHECK LIST

NO.	DOCUMENT NAME	YES	NO
1	SBD 1 Invitation to bid		
2	Central Supplier Database Report		
3	Pricing schedule		
4	SBD 4 Declaration of interest		
5	SBD 6 (1): Preference Points System		
6	Special Conditions of Contract		
7	General Conditions of Contract		
8	Mandatory documents as listed below		
9	Stock Certificate (BRNC)		

3. SCOPE

- 3.1 The South African Police Service requires a service provider to render a professional auctioneering services
- 3.2 This service will consist of both physical and or online auction
- 3.3 This will require both the physical auctions and online auctions, and should make provision the fleeting, where all vehicles will be moved to the premises of the auctioneer (service provider must have a National and or Provincial footprint) from where the vehicles will be auctioned.
- 3.4 SAPS boarded vehicles: to the South African Police Services Nationally (per Province) for a period of two (02) year: in accordance with Specification 2818/24 and shall commence on the date of signature of the contract by both parties.

4. SECTION A

4.1 LEGISLATIVE AND REGULATORY FRAMEWORK

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract (SCC) are supplementary to that of the General Conditions of Contract (GCC). Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

4.2 BID INFORMATION/BRIEFING SESSION AND ASSESSMENT OF EQUIPMENT

Compulsory Briefing Session. **Yes**

Venue: PHUMULANI BARRACKS SINGLE QUARTERS, NO.3 LEEUBEKKIE STREET SILVERTON PRETORIA, SOUTH AFRICA (NEXT TO SAPS DIVISION SCM, NORTH GATE AND FLYING SQUAD)@10:00 on 2025-02-05

4.3 EVALUATION CRITERIA

The evaluation process will be conducted in phases as follows



Phase 1 Administrative and Mandatory Bid Requirements	Phase 2 Panel Scoring	Phase 3 Presentation	Phase 4 Price and specific goal	Phase 5 Site visit/due diligence
Compliance with Mandatory and Administrative Bid requirements. SBD forms must be completed and signed.	Panel will score each bidder individual	Only bidders who score 70 points and more out of 100 points during panel scoring will be required to make a presentation	All bids will be evaluated on price and points.	Site visit and due diligence will be conducted at the bidders premises if required

4.3.1 PHASE 1: ADMINISTRATIVE AND MANDATORY BID REQUIREMENTS

4.3.1.1 ADMINISTRATIVE BID REQUIREMENTS

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

ADMINISTRATIVE DOCUMENTS - NAME OF THE DOCUMENT THAT MUST BE SUBMITTED	
Invitation to Bid – SBD 1	YES – Please complete and sign the supplied form
Declaration of Interest – SBD 4	YES – Please complete and sign the supplied form.
Pricing schedule	YES –please complete and sign the supplied form
Preference Point Claim Form SBD 6.1	YES – Generally, non-submission will lead to a zero score 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.
Central Supplier Database registration	YES – Please submit CSD report to prove registration and preference points.
General Conditions of Contract	NO – Bidders must only familiarise themselves with the content of the document
Special Conditions of Contract	YES - Bidders must sign acknowledgement that they familiarise themselves with the content of the document

4.3.1.2 MANDATORY REQUIREMENTS

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

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



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/23TP (24)

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1. Bidders must have in-house valuers or assessors with relevant educational and industry expertise in the selling of vehicles. proof relevant qualifications of auctioneers, valuers or assessors in the selling of vehicle must be submitted with the bid documents, Failure to comply will invalidate the bid	Yes –please sign and complete the supplied form.
2.All bidders must be in possession of a licence in the selling of vehicles issued by a professional body such as SAIA(South African Institute of Auctioneers)as required by the provisions of sub-regulation 18(4)of the consumer protection Act 68 of 2008.proof thereof must be submitted with the bid documents . Failure to comply will invalidate the bid	Yes-please sign and complete the supplied form.
3. The auctioneer to provide a list of premises per province with addresses where vehicles can be delivered to, for centralised auction by auctioneer. Failure to comply will invalidate the bid	Yes-please sign and complete the supplied form.
4. Proof of the dealer stock traffic register certificate must be provided with the bid documents. Failure to comply will invalidate the bid.	Yes- please sign and complete the supplied form
5. Attached find a list of preliminary auction sites that will be utilized to conduct relevant auctions(annexure A)	Yes- please sign and complete the supplied form.

4.3.2 PHASE 2: Panel Scoring

Bidders will be evaluated based on the following:

- a. Experience of the bidder in providing auctioneering services
- b. Infrastructure relevant and functional equipment and /or facilities to render the services
- c. Financial ability :the bidders ability to finance the auction
- d. Performance :the bidders ability to perform
- e. Contract management :the bidder must submit a plan which will cover the requirements contained in the scope and special conditions
- f. Personal presentation

South African National Standards and/or Private Specifications

- a) Items must comply with standards and/or specifications as per South African Police Service **Spec 2818/24** included in the bid document. Failure to comply with the specifications may result in disqualification.



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/23TP (24)

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Any deviation to the specification must be indicated on the deviation sheet, see appendix "C"

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

STANDARDS:

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

4.3.3 PHASE 3: Presentation

Only bidders who scored 70 points and more out 100 points during panel scoring will be Required to make a presentation.

4.3.4 PHASE 4: PREFERENCE POINT SYSTEM AND PRICE

i. Preference points system 80/20

- a) In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the South African Police Service on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:
The bid price (maximum 80 points) – Specific goals (maximum 20 points)
- b) The following formula will be used to calculate the points for price:

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Price of tender under consideration; and

Pmax = Price of highest acceptable tender.

- c) A bidder (supplier) may claim a maximum of 20 points for specific goals, if such bidder supplier is;

Persons historically disadvantaged on the basis of race with at least 51% ownership	5 points
Persons historically disadvantaged on the basis of gender with at least 51% ownership by woman	5 points



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Persons with at least 51% ownership who are youth	5 points
Persons historically disadvantaged by unfair discrimination on the basis of disability with at least 51% ownership	5 points

- d) Bidders are required to complete the preference claim form (SBD 6.1).
- e) The points scored by a bidder in respect of the specific goals will be added to the points scored for price.
- f) Only bidders who have completed and signed the declaration part of the preference claim form will be considered for specific goals points.
- g) Failure on the part of the bidder to comply with the paragraphs above will be deemed that specific goal points are not claimed and will therefore be allocated a zero (0).
- h) The South African Police Service may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.
- i) The points scored will be rounded off to the nearest 2 decimals.
- j) In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of specific goal points.
- k) However, when functionality is part of the evaluation process and two or more bidders have scored equal points including equal specific goal points, the contract will be awarded to the bidder scoring the highest for functionality.
- l) Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
- m) A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

4.3.5 PHASE 5: SITE VISIT / DUE DILIGENCE

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

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

5. VALUE ADDED TAX

All bid prices must be inclusive of 15% Value-Added Tax. In case a bidder's price is not VAT inclusive, total price quoted will be regarded as final.

6. PRICING STRUCTURE AND SCHEDULE

- a) One price (percentage) is required per item and prices quoted must be furnished on the basis of supply and delivery including Value Added Tax.
- b) The yearly prices MUST be all inclusive. This means, all direct and indirect related costs must be included in the prices and be firm for the period of one year.



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/23TP (24)

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

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

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

No agreement between the bidder and the third party will be binding on the South African Police Service.

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

7. TAX COMPLIANCE REQUIREMENTS

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

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

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

8. FORMAT AND SUBMISSION OF BIDS

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

SECTION	REQUIRED DOCUMENTS
Section 1	Standard bidding documents: (SBD 1, SBD 3.1, SBD 4, SBD 5, SBD 6.1, CSD report and compulsory clarification meeting certificate
Section 2	Appendix A,B and C
Section 3	Appendix 1, 2, 3 and 4



Section 4	Any other information (e.g. Company profile, Local economic development submission etc.)
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9. 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.

10. 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.

11. 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.

12. COMMUNICATION

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

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

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



13. CONTACT DETAILS

BID ENQUIRIES

Procurement Management MGP & Services
Address : 117 Cresswell Street, Weavind Park, Pretoria.
Tel: (012) 841 7041
E-mail:malanS@saps.gov.za

14. SECTION B

15. CONTRACT PERIOD

The contract period shall be for a period of two (02) year.

15.1 RIGHT OF AWARD

The South African Police Service reserves its following rights:-

- To award the bid in part or in full;
- Not to make any award in this bid;
- Award the bid to more than one bidder for the same line item;
- Clarify further technical information from any bidder after the closing date;
- Verify information and documentation of the respective bidder;
- Not to accept any of the bids submitted;
- To withdraw or amend any of the bid conditions by notice in writing to all bidders prior to closing of the bid and post award
- To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the bid
- In the event that an incorrect award has been made to remedy the matter in any manner it may deem fit.
- To award a bid based on which bidder is offering the best value for money, even if such bid is not the lowest price.
- In the event that an incorrect award has been made or an error occurred during evaluation and adjudication phase, the South African Police Service reserves the right to remedy the matter in any manner it may deem fit.

15.2 MULTIPLE AWARD

The South African Police Service reserves the right to award the same item to more than one supplier to address auctioneering services 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.
- d) Previous performance of the bidder



The SAPS will submit a pre-order letter to the first ranked service provider stipulating the details of the intended order. The service provider will be allowed a maximum of three (3) working days to formally respond to the pre-order letter, indicating how the requirements of the order will be fulfilled. The service provider must indicate whether the order will be fulfilled in full, partially fulfilled or completely declined.

In the event that the SAPS do not receive the written response on the pre-order letter within three (3) working days, the purchaser will be allowed to engage with the next highest ranked service provider.

The participating department/institution may not enter into discussions to utilize Auction from the 2nd service provider without confirmation and agreement from the original service provider to do so. Similarly, the participating department/institution may not enter into discussions to auction from the next ranked service provider without confirmation and agreement from the aforementioned service provider to do so, and so forth.

The purchasing institution must place the formal order within five (5) working days from receiving the written response from the service provider(s).

The service provider will have to notify SAPS and the end users on the contract in the event that certain makes and models are no longer available or when there is a shortage of specific parts in stock and the anticipated time frames for it to become available.

15.3 NEGOTIATIONS

The South African Police Service reserves the right to negotiate with the bidders prior to award and with the successful bidder(s) post award.

15.4 QUALITY

Where specific specifications and/ or standards are applicable on materials and supplies, the quality of products shall not be less than the requirements of the latest edition of such specifications and/or standards.

15.5 DELIVERY AND QUANTITIES

15.6. DELIVERY BASIS

Firm lead times for delivery must be quoted for the duration of the contract period. Transit and storage conditions applicable to the relevant products must be adhered to.

15.6.1 QUANTITIES

Quantities cannot be guaranteed.



15.6.2 CHANGE OF SUB-CONTRACTOR.

In the event that a service provider needs to change their sub-contractor, an application for must be made to SAPS for approval. A service provider is not allowed to unilaterally change a sub-contractor without prior approval of the SAPS

SECTION C

16.6.2 ROLES AND RESPONSIBILITIES

16.1.3 CONTRACT ADMINISTRATION

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

The Head: Procurement and Contract Management Supply Chain Management

Private bag x 254, Pretoria, 0001,

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

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

16.1.4 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.

16.2 AUCTION AND DATES

16.2.2 DELIVERY

Delivery of services must be made in accordance with the instructions appearing on the letter/ required issued by SAPS

In respect of items awarded to them, contractors must adhere strictly to the delivery as specified in the letter.

16.4 CONTRACT PRICE ADJUSTMENT

16.4.1 Formula



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

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

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

$Pa = (1-V) Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + Dn \frac{Rnt}{Rno} + VP1 \right)$		
Pa	=	The new adjusted price to be calculated
V	=	Fixed portion of the bid price (15% or 0.15)
Pt	=	Original bid price. Note that Pt must always be the original bid price and not an adjusted price
(1-V)Pt	=	Adjustable portion of the bid price (85% or 0.85).
D1 – Dn	=	= Each factor (or percentage) of the bid price, e.g., material, labour, transport, overheads, etc. The total of the various factors (or percentages) D1 – Dn must add up to 1 (or 100%).
R1t – Rnt	=	= End Index. Index figure obtained from the index at the end of each adjustment period
R1o–Rno	=	Base Index. Index figure at the time of bidding.
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.

16.4.2 FORMULA COMPONENT DEFINITIONS

16.4.3 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.

16.4.4 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.

16.4.5 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



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/23TP (24)

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

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

16.4.6 Applicable indices / references

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

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



16.4.7 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

16.4.8 End Index Date

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

17. 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.

18. 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:

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

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

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

Name of bidder.....	Bid number 19/1/9/23TP (24)
Closing Time 11:00	Closing date: 2025-02-18

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

Item Nr	ICN NUMBER	DESCRIPTION	QT	BIDDER MUST GIVE THE PERCENTAGE THAT WILL BE CLAIMED PER AUCTION	COUNTRY OF MANUFACTURE
1	9828T05014199	Consult/contract/spec service(SCOA) AUCTIONEERING SERVICE	1		

- Required by: **SAPS**
- At: **LIMPOPO PROVINCE**
- As per address list Annexure "A" of the specification
- COUNTRY OF MANUFACTURE
- Brand and model
- Does the offer comply with the specification(s)? ***YES/NO**
- If not to specification, indicate deviation(s)
- Period required for delivery
- ***Delivery: Firm/not firm**
- Delivery basis

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

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

***Delete if not applicable**

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

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Closing Time 11:00	Closing date: 2025-02-18

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Item Nr	ICN NUMBER	DESCRIPTION	QT	BIDDER MUST GIVE THE PERCENTAGE THAT WILL BE CLAIMED PER AUCTION	COUNTRY OF MANUFACTURE
2	9828T05014199	Consult/contract/spec service(SCOA) AUCTIONEERING SERVICE	1		

- Required by: **SAPS**
- At: **GAUTENG PROVINCE**
- As per address list Annexure "A" of the specification
- COUNTRY OF MANUFACTURE
- Brand and model
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/not firm
- Delivery basis

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

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*Delete if not applicable

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Item Nr	ICN NUMBER	DESCRIPTION	QT	BIDDER MUST GIVE THE PERCENTAGE THAT WILL BE CLAIMED PER AUCTION	COUNTRY OF MANUFACTURE
3	9828T05014199	Consult/contract/spec service(SCOA) AUCTIONEERING SERVICE	1		

- Required by: **SAPS**
- At: **MPUMALANGA PROVINCE**
- As per address list Annexure "A" of the specification
- COUNTRY OF MANUFACTURE
- Brand and model
- Does the offer comply with the specification(s)? ***YES/NO**
- If not to specification, indicate deviation(s)
- Period required for delivery
- ***Delivery: Firm/not firm**
- Delivery basis

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

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

***Delete if not applicable**

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(PURCHASES)**

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Name of bidder.....	Bid number 19/1/9/23TP (24)
Closing Time 11:00	Closing date: 2025-02-18

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

Item Nr	ICN NUMBER	DESCRIPTION	QT	BIDDER MUST GIVE THE PERCENTAGE THAT WILL BE CLAIMED PER AUCTION	COUNTRY OF MANUFACTURE
4	9828T05014199	Consult/contract/spec service(SCOA) AUCTIONEERING SERVICE	1		

- Required by: **SAPS**
- At: **NORTH WEST PROVINCE**
- As per address list Annexure "A" of the specification
- COUNTRY OF MANUFACTURE
- Brand and model
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- *Delivery: Firm/not firm
- Delivery basis

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

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

*Delete if not applicable

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

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Closing Time 11:00	Closing date: 2025-02-18

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

Item Nr	ICN NUMBER	DESCRIPTION	QT	BIDDER MUST GIVE THE PERCENTAGE THAT WILL BE CLAIMED PER AUCTION	COUNTRY OF MANUFACTURE
5	9828T05014199	Consult/contract/spec service(SCOA) AUCTIONEERING SERVICE	1		

- Required by: **SAPS**
- At: **WESTERN CAPE PROVINCE**
- As per address list Annexure "A" of the specification
- COUNTRY OF MANUFACTURE
- Brand and model
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- *Delivery: Firm/not firm
- Delivery basis

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

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

*Delete if not applicable

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Closing Time 11:00	Closing date: 2025-02-18

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Item Nr	ICN NUMBER	DESCRIPTION	QT	BIDDER MUST GIVE THE PERCENTAGE THAT WILL BE CLAIMED PER AUCTION	COUNTRY OF MANUFACTURE
6	9828T05014199	Consult/contract/spec service(SCOA) AUCTIONEERING SERVICE	1		

- Required by: **SAPS**
- At: **KWAZULU NATAL PROVINCE**
- As per address list Annexure "A" of the specification
- COUNTRY OF MANUFACTURE
- Brand and model
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/not firm
- Delivery basis

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

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

*Delete if not applicable

**PRICING SCHEDULE – FIRM PRICES
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Item Nr	ICN NUMBER	DESCRIPTION	QT	BIDDER MUST GIVE THE PERCENTAGE THAT WILL BE CLAIMED PER AUCTION	COUNTRY OF MANUFACTURE
7	9828T05014199	Consult/contract/spec service(SCOA) AUCTIONEERING SERVICE	1		

- Required by: **SAPS**
- At: **NORTHERN CAPE PROVINCE**
- As per address list Annexure "A" of the specification
- COUNTRY OF MANUFACTURE
- Brand and model
- Does the offer comply with the specification(s)? ***YES/NO**
- If not to specification, indicate deviation(s)
- Period required for delivery
***Delivery: Firm/not firm**
- Delivery basis

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

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

*Delete if not applicable

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

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Item Nr	ICN NUMBER	DESCRIPTION	QT	BIDDER MUST GIVE THE PERCENTAGE THAT WILL BE CLAIMED PER AUCTION	COUNTRY OF MANUFACTURE
8	9828T05014199	Consult/contract/spec service(SCOA) AUCTIONEERING SERVICE	1		

- Required by: **SAPS**
- At: **EASTERN CAPE PROVINCE**
As per address list Annexure "A" of the specification
- COUNTRY OF MANUFACTURE
- Brand and model
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- *Delivery: Firm/not firm
- Delivery basis

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

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

*Delete if not applicable

**PRICING SCHEDULE – FIRM PRICES
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9	9828T05014199	Consult/contract/spec service(SCOA) AUCTIONEERING SERVICE	1		

- Required by: **SAPS**
- At: **FREE STATE PROVINCE**
As per address list Annexure "A" of the specification
- COUNTRY OF MANUFACTURE
- Brand and model
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- *Delivery: Firm/not firm
- Delivery basis

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

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

*Delete if not applicable

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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

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

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

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

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

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

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SBD4

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

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

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

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

.....
Signature	Date
.....
Position	Name of bidder

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SPECIFICATION FOR VEHICLE AUCTIONEERING SERVICES: SAPS BOARDED VEHICLES

SPEC 2818/24

DATE: 2024-08-27

REV: 010

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
	GENERAL:	
1.	The SAPS requires a service provider to render professional auctioneering services. This will require physical auctions and online auctions and should make provision for where all vehicles will be moved to the premises of the auctioneer from where the vehicles will be auctioned for the period of two (2) years.	
2.	The contractor may be required to have at least a national warehouse in each province. Where a physical auction is required, the government premises can be utilized after consultation with the Sub-Section Commander: Disposal Management.	
3.	The service of the auctioneer will be utilized as and when a need arises.	
4.	An auctioneer is required to provide the service per province (9 Provinces and SCM Head Office)	
4.1	The auctioneer must be able to conduct more than one auction on the same day in different Provinces.	
5.	The auctioneer must quote for a percentage seller's commission only.	
5.1	The auctioneer is not allowed to claim a percentage buyer's commission.	
6.	The auctioneer must comply with the Second Hand Goods Act, no. 6 of 2009.	
6.1	The Auctioneer needs to ensure compliance to the National Consumer Protection Act no.68 of 2008.	
6.2	The auctioneer shall be responsible for the remittance of VAT to the South African Revenue Services, where applicable.	
6.3	The SAPS reserves the right to withdraw from an auction sale at any time should this be deemed necessary.	
6.4	It is the prerogative of the Sub-Section Commander: Disposal Management on whether to use a physical, online or both methods of auction.	
6.5	The Auctioneer will be liable for any loss or damage to the property of the State while under the Auctioneer control. The Auctioneer will be required to have liability cover of at least R15 million in place at all times during the contract.	
6.6	There will be no minimum quantities as disposal will be time based (monthly or quarterly) as and when vehicles are available and ready.	
6.7	The state reserves the right to award this bid to more than one bidder.	

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SPECIFICATION FOR VEHICLE AUCTIONEERING SERVICES: SAPS BOARDED VEHICLES

SPEC 2818/24

DATE: 2024-08-27

REV: 010

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
	GENERAL:	
1.	The SAPS requires a service provider to render professional auctioneering services. This will require physical auctions and online auctions and should make provision for where all vehicles will be moved to the premises of the auctioneer from where the vehicles will be auctioned for the period of two (2) years.	
2.	The contractor may be required to have at least a national warehouse in each province. Where a physical auction is required, the government premises can be utilized after consultation with the Sub-Section Commander: Disposal Management.	
3.	The service of the auctioneer will be utilized as and when a need arises.	
4.	An auctioneer is required to provide the service per province (9 Provinces and SCM Head Office)	
4.1	The auctioneer must be able to conduct more than one auction on the same day in different Provinces.	
5.	The auctioneer must quote for a percentage seller's commission only.	
5.1	The auctioneer is not allowed to claim a percentage buyer's commission.	
6.	The auctioneer must comply with the Second Hand Goods Act, no. 6 of 2009.	
6.1	The Auctioneer needs to ensure compliance to the National Consumer Protection Act no.68 of 2008.	
6.2	The auctioneer shall be responsible for the remittance of VAT to the South African Revenue Services, where applicable.	
6.3	The SAPS reserves the right to withdraw from an auction sale at any time should this be deemed necessary.	
6.4	It is the prerogative of the Sub-Section Commander: Disposal Management on whether to use a physical, online or both methods of auction.	
6.5	The Auctioneer will be liable for any loss or damage to the property of the State while under the Auctioneer control. The Auctioneer will be required to have liability cover of at least R15 million in place at all times during the contract.	
6.6	There will be no minimum quantities as disposal will be time based (monthly or quarterly) as and when vehicles are available and ready.	
6.7	The state reserves the right to award this bid to more than one bidder.	

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SPECIFICATION FOR VEHICLE AUCTIONEERING SERVICES: SAPS BOARDED VEHICLES

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7.	The bidder must display professional skills to demonstrate that his/her company has the capacity and capability to render auctioneering services to the best advantage of the SAPS.	
8.	<p>All bidders must adhere to Section 45(1-6) of the Consumer Protection Act, no. 68 of 2008 and the gazetted Regulations thereof. An extract of section 45 of the CPA appears hereunder:</p> <p>Auctions</p> <p>"45. (1) In this section, "auction" includes a sale in execution of or pursuant to a court order, to the extent that the order contemplates that the sale is to be conducted by an auction.</p> <p>(2)When goods are put up for sale but auction in lots, each lot is, unless there is evidence to the contrary, regarded to be the subject of a separate transaction.</p> <p>(3)A sale by auction is complete when the auctioneer announces its completion by the fall of the hammer, or in any other customary manner, and until that announcement is made, a bid may be retracted.</p> <p>(4)Notice must be given in advance that a sale by auction is subject to –</p> <ul style="list-style-type: none"> a) a reserved or upset price; or b) a right to bid by or on behalf of the owner or auctioneer, in which case the owner or auctioneer, or any one person on behalf of the owner or auctioneer, as the case may be, may bid at the auction. <p>(5)Unless notice is given in advance that a sale by auction is subject to a right to bid by or on behalf of the owner or auctioneer-</p> <ul style="list-style-type: none"> a) the owner or auctioneer must not bid or employ any person to bid at the sale; b) the auctioneer must not knowingly accept any bid from a person contemplated in paragraph (a); and c) the consumer may approach a court to declare the transaction fraudulent, if this subsection has been violated. <p>(6)The Minister may prescribe requirements to be complied with by an auctioneer, or different categories of auctioneer, in respect of –</p> <ul style="list-style-type: none"> a) the conduct of an auction; b) the records to be maintained with respect to property placed for an auction; and c) the sale of any such property by auction." 	



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SPECIFICATION FOR VEHICLE AUCTIONEERING SERVICES: SAPS BOARDED VEHICLES

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9.	PERFORMANCE SECURITY	
9.1	The successful auctioneer shall be expected to provide proof of payment by means of EFT payment for the amount 25% of estimated proceeds for the auction.	
9.1.1	The estimated income of the Auction shall be determined by the chairperson of the Auction and the Auctioneer.	
9.1.2	The final list of vehicles to be sold will be authorised by the Chairperson of the auction committee for the respective province or Head Office. This is to ensure that only vehicles on status 4, registered as dealer stock or have an active licence disc and fully documented, are placed on an auction.	
9.2	The SAPS reserves the right to demand a 25% deposit payment of the reserve value of the auction within three (3) days prior to the date of auction via EFT.	
9.2.1	SAPS will arrange the taking reference for EFT deposit money before and after the Auction for nett proceeds.	
9.2.2	The methodology to be used is that the bid will be awarded to the highest bidder by the auctioneer for each and every vehicle to be auctioned.	
9.3	The auction shall be conducted at the time and place indicated by the SAPS in consultation with the auctioneer.	
9.3.1	The auctioneer or representative must avail him/herself for the pre-auction and post auction meeting.	
9.4	The auctioneer shall at his/her own cost ensure that one (1) day prior to the viewing all vehicles will be washed, cleaned inside and made presentable for viewing.	
9.5	The auctioneer shall at his/her own cost ensure that all vehicles are properly de-marked (Removal of SAPS branding) 5 days prior to viewing and auctioning.	
9.5.1	The auctioneer must take care that the paint of the vehicle is not damaged during the demarking process (No steel scrapers or grinders to be used).	
9.6	The vehicles to be sold may be viewed by the public during such times and dates as specified in the advertisement of the auction at least one day before the sale. No viewing will be allowed on the day of the auction.	
9.7	It is the bidder's responsibility to ensure safe custody of the money gathered from each auction as well as the transportation of such money.	
9.8	The auctioneer must display a notice reflecting the vehicle details and ensure that it has been attached to the vehicle on the viewing dates or inspection by prospective buyers as contemplated in Regulation	



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	32 (c) (ii) of the Consumer Protection Act, Regulation 2011. The following vehicle details must be displayed by the auctioneers: a) The vehicle's year of manufacture, if known; b) The vehicle's year of first registration; c) The vehicle's manufacturer and model designation; d) The vehicle's registration number e) The vehicle's engine number; f) The vehicle's identification number (VIN); g) A statement whether or not the reading of the odometer of that vehicle is guaranteed; and h) If keys are available or not.	
9.9	All vehicles must be sold by the auctioneer without a duty to repair (as is) by the SAPS.	
9.10	All Auctions shall be conducted in English and must be clearly understandable by all registered bidders and SAPS officials administering and monitoring the auction. Only the conditions of sale as prescribed by the SAPS must be announced and no other contradictory conditions must be announced.	
9.11	On the day of the auction the appointed auctioneer shall be at the auction site at least (2) two hours before the commencement of the auction to register prospective buyers..	
9.12	All auctions and transactions shall be conducted in the RSA currency.	
10.	MOVEMENT OF VEHICLES AND STORAGE	
10.1	The SAPS will have the option to move the vehicle to the premises of the auctioneer where practical, in terms of proximity and other considerations when they are in the process of disposing.	
10.2	The SAPS reserves the right in consultation with the auctioneer to remove unsold vehicles from the auction premises after the auction.	
10.3	In the event that a vehicle is moved to the premises of the auctioneer, it will be the responsibility of the auctioneer to ensure that sufficient security is provided to safeguard the assets of the State. The auctioneer will be held responsible for any losses incurred.	
10.4	The SAPS will be responsible for the movement of any vehicles and the cost thereof where required.	
10.5	The SAPS may request the auctioneer to conduct the auction at the SAPS premises.	
11.	REQUIREMENTS PRIOR TO AUCTION	
11.1	The auctioneer will be contacted by the Chairperson of the auction committee, providing the Contractor with a list of vehicles or items to be disposed of.	
11.2	The bidder must develop and present a project plan with time frames per province for each auction before the disposal date is approved.	



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11.3	The SAPS will make available all required documentation required for the disposal of the asset, i.e. registration certificate.	
11.4	The auctioneer will be required to dealer stock all vehicles in advance at his/her own cost in the name of the auctioneer.	
11.4.1	The dealer stock must be done in advance by the auctioneer prior to the auction.	
11.5	The auctioneer will be required to, in consultation with the Sub-Section Commander: Disposal Management determine a date of the auction taking place, whether physical and/or online.	
11.6	The auctioneer will in consultation with the SAPS need to determine the estimated values of the vehicles, as provided by the contractor and condition of the vehicle.	
11.7	The auctioneer will need to ensure that all auctions are advertised at least two weeks prior to the auction taking place.	
11.8	The auctioneer must supply the SAPS with the proposed advertising plan.	
11.9	The auctioneer must submit a final vending roll to the Chairperson of the auction committee one day before the auction.	
11.10	The auctioneer will have to confirm the vehicle registration status and ownership prior to arranging and assigning of lot numbers.	
11.11	It will be the responsibility of the auctioneer to ensure the registration of prospective buyers, a refundable deposit will be allowed for this process.	
11.12	The Sub-Section Commander: Disposal Management will ensure that number plates, and license discs are removed from the vehicles prior to the auction sale.	
11.13	All vehicles will be inspected and recorded by the auctioneer in the presence of a representative of the Sub-Section Commander: Disposal Management.	
11.14	The auctioneer shall ensure that all prospective buyers are registered by the auctioneer for that specific auction. Where applicable, registration shall occur after payment of a registration fee, determined by the SAPS in co-operation with the auctioneer.	
12.	REQUIREMENTS DURING THE AUCTION	
12.1	The auctioneer must ensure that two (2) or more competent administration staff are present at all auctions at their own cost.	
12.2	The auctioneer will have to provide all equipment and consumables required to conduct the auction, including a P A system as well as a backup P A system.	
12.3	The auctioneer is responsible for obtaining payment from the purchasers in respect of each lot sold.	

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12.4	The auctioneer shall make provision for the buyers to pay at any time during the auction, without interrupting the auction.	
12.5	For any auction taking place on government premises and for security purposes no cash should be accepted as payment for any lot or registration.	
12.6	The auctioneer is responsible to make a digital video and or digital voice recording of the auction and hand over the video to the SAPS after the finalization of the auction. This will assist with clearing up disputes that incurs during /after an auction and for audit purposes.	
12.6.1	The auctioneer must inform all bidders that their personal information and images will be recorded in terms of Protection of Personal Information Act 4 of 2013 (POPI Act).	
12.7	The auctioneer is responsible for the provision of at least three (3) security personnel on day of viewing and auction day.	
12.8	The auctioneer is responsible for the provision of a forklift driver and 5 ton forklift on the day of auction and until all auction vehicles have been removed from site within forty eight (48) hours.	
12.9	The auctioneer or representative must remain on site until all sold vehicles have been removed.	
12.10	The right is reserved by the SAPS to cancel the auction at any time as a result of wrongful action by the auctioneer.	
12.11	The auction will be considered as complete after the last bid has been knocked down.	
13.	REQUIREMENTS AFTER THE AUCTION	
13.1	The nett proceed of each auction shall be paid to the SAPS within seven (7) working days after each auction, by means of EFT payment. The value of the payment shall be the gross amount realized from the auction less commission (VAT included by the percentage commission as approved) and advertising costs as determined by policy.	
13.2	After the sale, the auctioneer shall take responsibility of all lots sold during the auction, such as the collection of vehicles.	
13.3	The risk in respect of goods sold, passes to the buyer as soon as his bid has been accepted and the seller accepts no liability whatsoever in respect thereof.	
13.4	A full reconciliation must be done immediately after the auction by the auctioneer and the representative from the Sub-Section Commander: Disposal Management.	
13.5	Where a buyer bids and wins the bid but does not pay the balance of the outstanding amount or the buyer withdraws his/her bid, his/her registration fee/deposit fee will be forfeited to the SAPS and forfeited deposit must be indicated on the final auction list as proof.	



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13.6	The auctioneer shall only knock down a bid on a registered buyer. Vehicles will be released by the SAPS representative to the buyer only after payment has been made and upon submission of an auctioneers invoice.	
13.7	Vehicles will only be allowed to be removed from the auction after the closing of the auction and must be removed from the premises within forty eight (48) hours after payment is received.	
14.	REPORTING	
14.1	The SAPS auction list/catalogue shall be supplemented by the auctioneer with the following information:	
14.1.1	Names and addresses of purchasers (proxy registration documents regarding vehicles purchased and copy of identification document).	
14.1.2	The amount realized from each lot.	
14.1.3	The gross amount realized from the auction.	
14.1.4	The actual expenditure on advertisements.	
14.2	The auctioneer shall prepare and submit a detailed Auction Report not later than seven (7) days after the completion of an auction. The following minimum information should be contained in the report. <ul style="list-style-type: none"> a) Name of buyer; b) Address of Buyer; c) Contact numbers of Buyer; d) Description of item purchased; e) Price of item; f) Lot number; g) Vehicle identification number (VIN) ; and h) Any other relevant information as deemed fit by the auctioneer as required by the Sub-Section Commander: Disposal Management. 	
14.3	The auctioneer shall supply the SAPS with the list of registered bidders inclusive of the name, surname, ID/Passport number, company registration number, physical address and contact number before the auctions starts/prior to the auction.	
14.4	In cases of unsatisfactory performance by contractor, the SAPS is entitled to take corrective steps for example to cancel the contract and make alternative arrangements for the rendering of the service. Should these steps result in a loss of income or additional cost to the SAPS, the SAPS is entitled to claim damages, retain the security or impose a penalty on the contractor in terms of the general conditions of the contract.	

SPECIFICATION FOR VEHICLE AUCTIONEERING SERVICES: SAPS BOARDED VEHICLES

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15.	ADVERTISEMENTS:	
15.1	The appointed auctioneer is responsible for advertising the auction.	
15.1.1	The format and size of the advertisement must be determined by the chairperson of the auction committee in consultation with the auctioneer.	
15.1.2	The advert must reflect the SAPS logo as the primary logo.	
15.1.3	The following advertisement sizes 10 x 12 cm is recommended in order to achieve uniformity.	
15.2	The costs for the advertisements must be carried by the auctioneer and must be deducted from the proceeds based on the submission of the receipt. The SAPS shall receive the advantage of any discount allowed to the auctioneer on the printing of advertisements and the discount shall be indicated on the invoice. The costs of the advertisements as provided for in the contract may not exceed the maximum amount determined by the Divisional Commissioner: Supply Chain Management.	
15.2.1	The amount to be spent on advertising should be based on the estimated gross proceeds of the auction sale, but shall not exceed R50 000-00 (Fifty thousand rand).	
15.2.2	Approval of expenditure on advertising must be given by the Chairperson of the auction committee.	
15.3	Advertisements: <ul style="list-style-type: none"> a) Be in a legible format and size b) Contain a reference to the Consumer Protection Act Regulations, 2011, together with the URL of an operational internet site where a copy of these regulations may be obtained. c) State the date, place and time of the auction d) State the name of the auctioneer and the auction house, if any, and if registration or licensing of auctioneers or auction houses after the commencement of Consumer Protection Act Regulations, 2011, becomes mandatory, such registration or licensing number, e) State where the rules of auction can be obtained f) State the particulars of the goods offered on auction g) If applicable, that the auction will be held over a number of days h) State, if applicable, the sale by auction is subject to; <ul style="list-style-type: none"> i. A reserved or upset price; or 	

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	<ul style="list-style-type: none"> ii. A right to bid by or on behalf of the owner or auctioneer, in which case the owner or auctioneer, as the case may be, any bid at the auction; and iii. Contain a reminder that all prospective bidders must register as such prior to making bids during the auction and that such registration requires proof of identity and of residence; iv. Disclose as accurately as possible the total costs of advertising and conducting the auction. v. Person responsible for enquires. i) Advertisements must be placed at least 14 days prior to the auction in order to afford interested persons, the opportunity to attend the auction. j) The following copies of the advertisement and related documents must be filed in the Z20 file for the auction for audit purposes. <ul style="list-style-type: none"> i. Quotation or invoices and receipts for the advertisement; ii. The authorisation of the auction committee; and iii. Approved advertisements. 	
15.4	Advertisements must be placed fourteen (14) days in at least one (1) Sunday national newspaper and local newspaper prior to the auction taking place in order to afford interested customers an opportunity to attend to viewing and auctions.	
15.5	Draft copies of the proposed advertisement MUST be submitted to the SAPS for approval and publication MUST be arranged in consultation with the SAPS.	
15.6	In order to standardize the management of Auctions, all advertisements are to reflect in the form of the information below and indicated in the following order: -	
15.6.1	The phrase "Government Auction" MUST be written in large print at the top of the advertisement and the name and telephone number of the auctioneer at the bottom in small print and other relevant details/information.	
15.6.2	All auctions are to be advertised as a Government auction.	
15.6.3	Venue.	
15.6.4	Date.	
15.6.5	Time.	
15.6.6	Description of goods to be sold.	
15.6.7	Viewing: Date and Time	
15.6.8	Special conditions applicable to the sale eg. Whether a deposit will be levied or not.	

SPECIFICATION FOR VEHICLE AUCTIONEERING SERVICES: SAPS BOARDED VEHICLES

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SPEC 2818/24

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15.7	State advertisements must not serve as marketing instruments for auctioneers.	
15.8	Should more than one auction be arranged by the SAPS in the same province within a short period of time, the expenditure on advertising must be consolidated by launching one advertising campaign which covers the entire period	
16.	ENQUIRIES	
16.1	The SAPS will determine who may be contacted i.e. an official from the SAPS, the Auctioneer or both.	
17.	OTHER REQUIREMENTS:	
17.1	All bidders must comply with the Auction Industry Code.	
18.	SUPPLIER DUE DILIGENCE	
18.1	The state reserves the right to conduct supplier due diligence prior to final award of the contract or at any time during the contract period. This may include site visits.	
19	ACCEPTANCE OF BID	
19.1	The SAPS reserves the right to award the Bid per province for different bidders.	



**COLONEL
ACTING-SECTION HEAD: SCM HEAD OFFICE
R JOUBERT**

Date: 2024-08-27

para 19.1 is strongly supported that a supplier be appointed to handle one province and not more than one province.



**BRIGADIER
PROVINCIAL HEAD: PROVINCIAL SCM: GAUTENG
M MASHELE**

Date: 2024-08-03

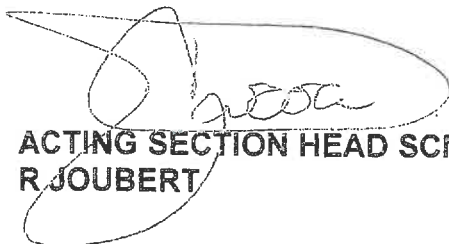


**BRIGADIER
SECTION HEAD: TRANSPORT MANAGEMENT
AA BOTHA**

Date: 2024-08-09

SPECIAL CONDITIONS: AUCTIONEERING SERVICES

1. Bidders must have in-house valuers or assessors with relevant educational and or industry expertise in the selling of vehicles. Proof of relevant qualifications of auctioneers, valuers or assessors in the selling of vehicle must be submitted with the bid documents. **Failure to comply will invalidate the bid.**
2. All bidders must be in possession of a licence in the selling of vehicles issued by a professional body such as SAIA (South African Institute of Auctioneers) as required by the provisions of sub-regulation 18(4) of the Consumer Protection Act 68 of 2008. Proof thereof must be submitted with the bid documents. **Failure to comply will invalidate the bid.**
3. The auctioneer to provide a list of premises per province with addresses where vehicles can be delivered to, for centralised auction by auctioneer. **Failure to comply will invalidate the bid.**
4. Proof of the dealer stock traffic register certificate must be provided with the bid documents. **Failure to comply will invalidate the bid.**
5. Attached, find a list of preliminary compacting sites that will be utilized to conduct relevant auctions (annexure A).



**COLONEL
ACTING SECTION HEAD SCM: HEAD OFFICE
R. JOUBERT**

Date: 2024-09-06



**BRIGADIER
SECTION HEAD: TRANSPORT MANAGEMENT
AA BOTHA**

Date: 2024-09-07

Annexure A**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010****NOTES**

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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24.	Dumping and countervailing duties
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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.

- 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 Programme (NIP)

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

34. Prohibition of Restrictive practices

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

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

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