



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: 19/1/9/1/41TR (25)

Date: _____

Enquiries: _____

Tel no: _____

Fax no: _____

Sir / Madam

REQUIRED BY THE SOUTH AFRICAN POLICE SERVICE

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

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

- ! The conditions contained in the attached annexures apply.
- ! The bid must be submitted in a sealed envelope with the name and address of the bidder with the bid number closing date indicated on the envelope. The cover or envelope must not contain documents relating to any bid other than that shown on the cover or envelope.
- ! ***Bids submitted per mail must be sent per registered mail. The Bid must still reach this office before the closing date and time. Failure to do so will invalidate the bid.***
- ! The bid will be valid for a period of **100** 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


MAJOR GENERAL
ACTING COMPONENT HEAD: PROCUREMENT MANAGEMENT
CT SITHOLE

1 / 41TR (25)

PLEASE NOTE



BID NO: 19/1/9/1/41 TR (25)

CLOSING TIME: 11:00 ON 2026-05-05

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

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

NOTED BY THE BIDDER:

.....
SIGNATURE: BIDDER

.....
DATE

2/41TR(25)

NOTICE !!!! NOTICE

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

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

3/41TR(25)

IMPORTANT NOTICE

BID NO: 19/1/9/1/41TR (25)

CLOSING DATE: 2026-05-05

SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISION FOR A PERIOD OF FIVE YEARS: DIVISION: TECHNOLOGY MANAGEMENT SERVICES

INFORMATION NOTE

PLEASE TAKE NOTE THAT THE ATTENDANCE OF THE FOLLOWING COMPULSORY BRIEFING SESSION AND SITE INSPECTION ARE COMPULSORY.

VENUE: Compulsory briefing session will be held as follows:
Tulbagh park building, 1234 corner Stanza Bopape & Jan Shoba streets,
Hatfield, Pretoria

Date: 2026-04-15

Time: 10:00am

Compulsory Briefing Session certificates will be issued by the SAPS representatives at the briefing sessions. Please take note that a briefing session certificate must be completed by a representative of your company and must be signed by the SAPS representative at the meeting. The original and signed briefing session certificate must be submitted with your bid document.

FAILURE TO SUBMIT THE ORIGINAL AND SIGNED BRIEFING SESSION CERTIFICATE WITH YOUR BIDDING DOCUMENT WILL INVALIDATE YOUR BID.

All bidders are encouraged to arrive at least thirty (30) minutes prior to the indicated time at the venue to ensure that they are already on the premises at the commencement time. Please take note that access control registers will have to be completed before entrance can be obtained onto the premises which can be time consuming. It is therefore of the utmost importance that prospective bidders allow sufficient time to enter the premises to ensure that they are on time when the briefing meeting commences.

ENTRANCE WILL NOT BE ALLOWED AFTER THE COMMENCEMENT OF THE BRIEFING SESSION AND NO LATE COMERS WILL BE ACCOMMODATED AND THE SAPS REPRESENTATIVE WILL NOT ENTERTAIN COMPLAINTS OF COMPANIES THAT ARRIVED LATE AND NO DISCUSSION WILL TAKE PLACE IN THIS REGARD.

4/41TR(25)



BID DOCUMENT CHECKLIST

BID NO: 19/1/9/1/41TR (25)

DESCRIPTION: BID NO 19/1/9/1/41TR (25): SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG. EASTERN CAPE AND OTHER SAPS DIVISIONS FOR A PERIOD OF FIVE YEARS DIVISION: TECHNOLOGY MANAGEMENT SERVICES

(Mark with Yes or No)

		Procurement Office	Bidder	Bid Management
NO.	REQUIREMENTS			
1	SBD forms (1, 4 and 6,1)	X		
2	SBD 5(if the threshold exceeds R10 mil)	X		
3	Pricing Schedule	X		
4	Central Supplier Database (CSD)	X		
5	General Conditions of a Contract	X		
6	Profit Margin	X		
7	Bid Specification	X		
8	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

5/41TR(25)

OFFICE USE ONLY

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

SUPPLIER INFORMATION

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

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

6/41 TR(25)

PART A INVITATION TO BID

1. YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN POLICE SERVICE					
BID NUMBER:	19/1/9/1/41TR(25):	CLOSING DATE:	2026-05-05	CLOSING TIME:	11:00
DESCRIPTION:	SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISION FOR A PERIOD OF FIVE YEARS: DIVISION: TECHNOLOGY MANAGEMENT SERVICES				
2. BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:			3. BID RESPONSE DOCUMENTS MAY BE POSTED TO:		
DIVISIONAL COMMISSIONER SUPPLY CHAIN MANAGEMENT SOUTH AFRICAN POLICE SERVICE 117 CRESWELL ROAD SILVERTON PRETORIA 0184			DIVISIONAL COMMISSIONER SUPPLY CHAIN MANAGEMENT SOUTH AFRICAN POLICE SERVICE PRIVATE BAG X254 PRETORIA 0001		
4. BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			5. TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Lt Col Mahlaule		CONTACT PERSON	Lt Col Mahlaule	
TELEPHONE NUMBER	n/a		TELEPHONE NUMBER	n/a	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	Mahlauleg@saps.gov.za		E-MAIL ADDRESS	Mahlauleg@saps.gov.za	
6. SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE NUMBER:	MAAA
CENTRAL SUPPLIER DATABASE REGISTRATION REPORT	[TICK APPLICABLE BOX] ☐ Yes ☐ No				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART A:8]	
8. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES ☐ NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

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:

.....

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 19/1/9/41TR(25)

Closing Time 11:00

Closing date: 2026-05-05

OFFER TO BE VALID FOR 100 DAYS FROM THE CLOSING DATE OF BID.

Item Nr	ICN NUMBER	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)	COUNTRY OF MANUFACTURE
1.	5820T05012122	TETRA PORTABLE COMPLETE WITH INTERNAL GPS ACTIVATED	1		
2.	5985T05079829	AIR INTERFACE ENCRYPTION	1		
3.	6140T05016922	BATTERY	1		
4.	6130180170794	BATTERY CHARGER	1		
5.	5999T00091794	BELT CLIP	1		
6.	5985T05079826	ANTENNA FOR TERMINAL OFFERED	1		
7.	7030T05079832	TETRA PROGRAMMING SOFTWARE PORTABLE	1		

9/41TR(25)

- 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

10/41TR(25)

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.

12/41TR(25)

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

13/41TR(25)

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1. PILLARS OF THE PROGRAMME

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

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

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

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

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

3.3. The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X84, Pretoria, 0001, for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIP OBLIGATION

4.1. Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;
- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;

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

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

Bid number: Closing date:

Name of bidder:

Postal address:

.....

Signature: Name (in print):

Date:

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

SPECIFICATION 2493/2025

SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

SCOPE OF REQUIREMENT

This provision is for supply, delivery and product training for Terrestrial Trunked (TETRA) portable terminals and accessories for the South African Police Service for a period of five (5) years.

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

This requirement is for a five (5) years contract period. The procurement of the radios shall take place when the bid has been successfully awarded.

DOCUMENT FORMAT

This document is divided into four sections (4) subsections viz.

1. Bid Conditions.
2. General Requirements.
3. General Technical Requirements.
4. Price Schedule and Appendixes.

IMPORTANT NOTICE

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

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

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

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

SPECIFICATION 2493/2025

SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

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

SPECIFICATION 2493/2025**SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.**

DESCRIPTION		COMPLY/ DO NOT COMPLY
1.3	The documents shall include detailed lists of all items offered. All items that are included with the bidder's offer shall be listed separately in an APPENDIX clearly labelled APPENDIX A - PART 1, "Items included with the offer". All items that are excluded and offered as accessories shall be listed separately in another APPENDIX clearly labelled APPENDIX A - PART 2, "Items offered as options". These two appendices shall be compiled by the bidder, in a table format with the following columns: a) Item number. b) Item name. c) Item description. d) Manufacturers name and part/code number of item. e) International ICN code if available. f) Quantity of the item. g) Item price including VAT. h) Total price including VAT. These appendices shall be thoroughly and accurately completed.	STATE:
1.4	COMPANY PROFILE – APPENDIX B	STATE:
1.4.1	The Bidder shall provide an overview of its profile and services offered. Documents to this effect shall be submitted with the bid documents.	
1.5	TECHNOLOGY The Bidder shall ensure that the portable radio offered is of the latest technology and the latest available model and software release. The South African Police Service reserves the right to procure the latest and newest technology releases.	STATE:
1.6	INDEMNIFICATION The South African Police Service will not be responsible for any costs resulting in damage done to the equipment offered during testing or evaluation according to this specification.	STATE:
1.7	CONFIGURATION OF BID REPLY Offers submitted by a bidder shall be neatly bound in a file folder, complete with an index page to enable the South African Police Service to ensure that all information was received.	STATE:

SPECIFICATION 2493/2025

SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

DESCRIPTION	COMPLY/ DO NOT COMPLY
1.7.1 Offers submitted shall include at least the following: The completed technical specification with the accompanying bid documents.	STATE:
1.7.2 Appendixes A, and B must be completed by the bidder.	STATE:
1.7.3 A certificate of approval from the Independent Communications Authority of South Africa (ICASA) as proof of compliance to section.	STATE:
1.7.5 All additions to the bid document, i.e. Price list, Brochures, Spare parts list etc. shall be neatly bound in the file folder and these additions shall be indicated on the index page as Appendixes. Each additional document and/or list shall be listed separately in the index. Any loose pages or brochures submitted, not bound as stated above will not be accepted by the South African Police Service.	STATE:
1.8. SAMPLE 1.8.1 A complete sample including radio, antenna, battery, battery charger, belt clip, Programming software and programming cable or kit of the radio terminals that the bidder intends to offer will be requested from shortlisted Bidders at a later stage. The sample shall include the following: Complete Terrestrial Trunked (TETRA) portable radio with a complete kit or accessories. All accessories to ensure a full working sample shall be submitted.	STATE:
1.8.2 Bidders shall be notified by email to collect their sample(s) as mentioned above after adjudication period. Samples must be collected within one (1) month after this notification. The sample of the successful bidder shall stay in possession of the South African Police Service for the first year of the contract. This is needed to ensure that the final product is identical to the sample offered to the South African Police Service.	STATE:

SPECIFICATION 2493/2025**SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.**

DESCRIPTION		COMPLY/ DO NOT COMPLY
1.8.3	The South African Police Service reserves the right to dispose of any sample or samples in any way they deemed fit, one (1) month after the above- mentioned notification. No exceptions will be made.	STATE:
2	GENERAL REQUIREMENTS	
2.1	SCOPE OF REQUIREMENT	STATE:
2.1.1	A reliable and robust, Terrestrial Trunked (TETRA) Portable terminal is required by the South African Police Service (SAPS).	
2.1.2	The radio shall be constructed in such a way that repairs to modular level shall be easily performed.	STATE:
2.1.3	The radio shall be offered with all the necessary accessories as a complete unit.	STATE:
2.1.4	The radio shall fully comply with the requirements of this specification.	STATE:
2.1.5	Bidders shall offer a 1–5-Watt TETRA portable with GPS capability and end to end encryption.	STATE:
2.1.6	The accessories needed for the portable radio are as following.	STATE:
2.1.6.1	Antenna.	
2.1.6.2	Two (2) standard batteries.	
2.1.6.3	Battery charger able to do rapid charging.	
2.1.6.4	Belt clip 50mm wide.	
2.1.6.5	Software for programming of portable radio.	
2.2	IDENTIFICATION	STATE:
2.2.1	The radio shall be fitted with labels indicating at least the manufacturers' name or trademark, model number and unique serial number. These labels shall be permanently attached to the radio.	
2.2.2	The serial number shall also be reproduced inside the radio in an inconspicuous position and included in the read-only memory in the radio, readable via the manufacturers programming software.	STATE:

SPECIFICATION 2493/2025

SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

DESCRIPTION		COMPLY/ DO NOT COMPLY
2.3	TIME SCHEDULE	STATE:
2.3.1	It is a requirement of this bid that delivery shall commence not later than eight (8) weeks after an official order has been received by the successful bidder and that the pre-delivery inspection shall be finalised within six (6) weeks after the official order has been received.	
2.3.2	Non-compliance to the above-mentioned delivery date will result in the enforcement of penalties in terms of paragraph 22 of General Conditions of contract.	STATE:
2.4	DOCUMENTATION	STATE:
2.4.1	The Terrestrial Trunked (TETRA) portable terminal and additional equipment shall be thoroughly and accurately documented. Photostat copies of originals are unacceptable, and the documentation shall be in at least the English language.	
2.4.2	All equipment supplied shall be accompanied by a user manual. This manual shall fully describe all functions, controls and indicators/ displays, including those supplied which is not necessarily part of this specification.	STATE:
2.4.3	The Terrestrial Trunked (TETRA) portable terminal offered including all additional equipment shall be supported by a full set of technical information, to assist South African Police Service Technical personnel in the evaluation stage of the bid. This technical information shall also allow the South African Police Service to maintain the Terrestrial Trunked (TETRA) portable terminal offered.	STATE:
2.4.4	The technical information shall include at least the following:	STATE:
2.4.4.1	Detailed technical specification.	
2.4.4.2	Detailed circuit diagrams and PC Board layouts.	STATE:
2.4.4.3	A detailed technical description of the operation of the Terrestrial Trunked (TETRA) portable terminal offered.	STATE:

SPECIFICATION 2493/2025**SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.**

DESCRIPTION		COMPLY/ DO NOT COMPLY
2.4.4.4	A complete list of components, including manufacturer's part numbers, component numbers and descriptions. International ICN codes for components shall be included, if available.	STATE:
2.4.4.5	A recommended spare parts list shall be included by the bidder.	STATE:
2.5	QUALITY AND STANDARDS	STATE:
2.5.1	All materials and equipment supplied on this contract shall be new and the best of the respective kind.	
2.5.2	All materials and equipment supplied shall fully comply with the requirements stipulated down in this specification and the latest editions of the relevant ETSI, BS, CCITT, EIA, ISO, DIN and CISPR specifications or as otherwise specified.	STATE:
2.5.3	Apart from any other right which the South African Police Service may have in terms of the Contract, it shall have the right to set the standard and to accept or reject part of the specified equipment depending on the quality of materials and workmanship offered.	STATE:
2.5.4	The bidder shall be notified if the quality of material and/or workmanship is not acceptable. In such an event the bidder shall replace the specific part or repair it to the satisfaction of the South African Police Service.	STATE:
2.5.5	The successful bidder shall submit equipment supplied for batch testing and which will be carried out by the South African Police Service.	STATE:
2.6	INVOICING AND PACKAGING	STATE:
2.6.1	The successful bidder shall itemize and describe, individually all accessories, equipment and documents on the relevant delivery notes and invoices when delivering the equipment. No statement such as, "as per specification" will be accepted on a delivery note. See also section 2.8 of this specification.	

SPECIFICATION 2493/2025

SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

DESCRIPTION		COMPLY/ DO NOT COMPLY
2.6.2	These delivery notes must be delivered to an officer of Radio Technical Service Section of the South African Police Service by prior appointment.	STATE:
2.6.3	Each Terrestrial Trunked (TETRA) portable terminal including all accessories shall be packed separately and properly in its own container.	STATE:
2.7	REPAIRS UNDER GUARANTEE	STATE:
2.7.1	Bidder shall have qualified personnel and a fully equipped workshop available, to enable the bidder to deliver a professional and speedy service to the South African Police Service during the guarantee period. Full maintenance and repairs shall be finalized by the successful bidder, within one (1) week after faulty equipment has been handed in at the relevant service division.	
2.7.2	Bidder shall state the details of qualified personnel, spares in stock, workshops and any other relevant facilities under the bidder's control throughout the Republic of South Africa (RSA).	STATE:
2.7.3	Note that no offer will be accepted from a bidder, if the bidder has no qualified personnel, sufficient spares in stock and a fully equipped workshop. The bidder shall provide full details of such personnel, spares and workshop for inspection by the South African Police Service during the bid stage.	STATE:
2.7.4	Bidders shall report the following to the South African Police Service, Radio Technical Service Section in writing on a monthly basis, for any repairs done to Terrestrial Trunked (TETRA) portable terminals during the guarantee period: (a) Date of fault report. (b) Nature of the fault. (c) Parts replaced. (d) Date Terrestrial Trunked (TETRA) portable terminal is handed back to the South African Police Service.	STATE:

SPECIFICATION 2493/2025**SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.**

DESCRIPTION		COMPLY/ DO NOT COMPLY
2.8	DELIVERY	STATE:
2.8.1	The successful bidder shall deliver the Terrestrial Trunked (TETRA) portable terminals offered to the Radio Technical Service of the Province that it is intended for. The bidder shall confirm and make firm arrangements (date and time) with Radio Technical Service for delivery.	
2.8.2	The successful bidder shall inform the South African Police Service, in writing, two (2) weeks in advance when the consignment of Terrestrial Trunked (TETRA) portable terminals ordered is ready for delivery. The Terrestrial Trunked (TETRA) portable terminals will be inspected by a representative of the South African Police Service, Technology Management Services Division at the premises of the bidder which shall be in the Republic of South Africa (RSA). A certificate of inspection and approval for the Terrestrial Trunked (TETRA) portable terminals will be issued by the latter representative before any of the Terrestrial Trunked (TETRA) portable terminals ordered can be delivered.	STATE:
2.9	TRAINING	
	The following certified product training shall be provided by the successful bidder.	
2.9.1	Detailed technical training shall be provided for selected personnel of the Radio Technical Service at the training facility or a convenient and suitable location at the cost of the successful bidder.	STATE:
2.9.2	The bidder shall specify method of training available for training of Radio Technical Service personnel.	STATE:
2.9.3	Cost of any training or relevant material offered shall be specified by the bidder and included in the bidder price and stated in Appendix A scheduling of items.	STATE:

SPECIFICATION 2493/2025

SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

DESCRIPTION	COMPLY/ DO NOT COMPLY
2.9.4 Bidders shall quote for the training of personnel as per the following: Training for one person (1) as per unit price. Actual training numbers could vary and will be based on unit price.	STATE:
2.9.5 The training course shall cover as a minimum the following curriculum in modular / outcome-based format: (a) Block diagrams for fault-finding. (b) Basic fault finding to modular level. (c) Common faults. (d) Assembly & disassembly of the Terrestrial Trunked (TETRA) portable terminal. (e) Software settings, programming and alignment. (f) Operation. (g) Different configurations and options, e.g. remote speaker/ antenna, panic switches etc.	STATE:
2.10 PROGRAMMING SOFTWARE 2.10.1 All programming software needed to program the Terrestrial Trunked (TETRA) portable terminal or to do fault finding and alignment of the Terrestrial Trunked (TETRA) portable terminal shall be included in the offer. Bidders shall clearly indicate the cost of programming software and cabling as such accessories are dependable on the amount of Terrestrial Trunked (TETRA) portable terminals ordered and the distribution thereof in a province.	STATE:
2.10.2 Bidders shall make all relevant software available to the South African Police Service for use without holding specific sections or parts of his/her software as proprietary software. If a bidder wants to keep his/her software as proprietary and not as an "open standard", then that bidder will not be considered.	STATE:

SPECIFICATION 2493/2025**SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.**

DESCRIPTION		COMPLY/ DO NOT COMPLY
2.10.3	All software shall have full usage facilities. Software with limited usage [e.g. 30 times usage only, etc.] or other factors which limit the South African Police Service technical staff to perform their duties shall not be accepted and shall result in non-acceptance of the bidder.	STATE:
2.10.4	In the instances whereby software delivered is not to the standards as described in par. 2.10.3, then the bidder shall be liable for all the costs to correct or replace that relevant software package.	STATE:
2.10.5	Successful bidder shall make available all upgrades on the software version delivered towards the South African Police Service, free of charge for at least up to five (5) years after the contract was completed.	STATE:
3	GENERAL TECHNICAL REQUIREMENTS	
3.1	SCOPE OF REQUIREMENT	
3.1.1	The radio terminals offered shall be commercial of the shelf products, not products specially developed for this bid.	STATE:
3.1.2	The radio terminal shall be capable of operating in the radio frequency spectrum from 380 - 400 MHz	STATE:
3.1.3	The radio terminal shall be able to operate with a frequency separation of 10 MHz between transmit and receive frequencies.	STATE:
3.1.4	Each radio terminal shall support distinct modes of operation for Private Calls, Group-Calls, Emergency Calls and Telephone Interconnect Calls as well as Direct Mode Operation.	STATE:
3.1.5	Each radio terminal shall give a very clear visual indication when it is out of the system's radio coverage.	STATE:
3.1.6	When a radio terminal is transmitting it shall give a very clear visual indication.	STATE:

SPECIFICATION 2493/2025

SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

DESCRIPTION		COMPLY/ DO NOT COMPLY
3.1.7	The bidder shall detail the dimensions and weight of all radio terminals offered.	STATE:
3.1.8	All radio terminals shall be sealed against ingress of dust and water to IP65 standard.	STATE:
3.1.9	All radio terminals shall support adaptive power control to maximize power efficiency.	STATE:
3.1.10	Radio terminals shall support the System Manager adding Talk-Groups or deleting Talk-Groups over the air interface. All terminals shall send acknowledgement of successful or unsuccessful adding or deleting action on terminal to the digital exchange.	STATE:
3.1.11	The Network Manager shall be able to temporarily disable (stun) a radio terminal with a message over the air interface. All terminals shall send acknowledgement of successful or unsuccessful disabling action on terminal to the digital exchange.	STATE:
3.1.12	The South African Police Service Network Manager shall be able to re-enable a stunned radio terminal with a message over the air interface. All terminals shall send acknowledgement of successful or unsuccessful re-enabling action on the terminal to the digital exchange.	STATE:
3.1.13	While stunned a radio terminal shall be disabled from making or receiving calls.	STATE:
3.1.14	The stunned status shall be saved in non-volatile memory so removing power cannot defeat it.	STATE:
3.2	PROGRAMMING	STATE:
3.2.1	All programming, adjustments and alignment of the radio terminal shall be performed electronically by means of a personal computer (PC) with the appropriate software program and interface between the radio terminal and the personal computer (PC).	
3.2.2	Before any programming, adjustments and alignment of any radio terminal shall take place, the appropriate authentication shall be requested. It shall not be possible for an unauthorized person to compromise the security of the network through the software program and one of South African Police Service radio terminals. Bidders shall explain what measures are taken to prevent this.	STATE:

SPECIFICATION 2493/2025**SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.**

DESCRIPTION		COMPLY/ DO NOT COMPLY
3.2.3	To aid operation in the dark, the display shall be backlit. Backlight intensity shall be configurable, and it shall turn itself off after a period of inactivity.	STATE:
3.2.4	Each radio terminal shall provide a battery strength indicator. When battery strength is very low, there shall be a visual and audible indication. It shall be possible for the subscriber to disable the audible indication when required.	STATE:
3.2.5	The radio terminal's user interface for the text messaging service shall be intuitive for anyone who has used a portable phone. For example, the "1abc" key is pressed once for an "a", four times for a "1", etc.	STATE:
3.2.6	Scanning shall be configurable so that a single scan-list can be associated with different Talk-Group.	STATE:
3.2.7	Each radio terminal shall support up to 20 Scan-Lists, each of up to 10 Talk-Groups.	STATE:
3.2.8	Scanning shall be a configurable option so that it can be enabled/disabled.	STATE:
3.2.9	When a radio terminal is idle and scanning is enabled, it shall monitor the Main Control Channel for call set up signalling for any of the Talk-Groups in the scan-list. If call set up is detected, the radio terminal shall join the call.	STATE:
3.2.10	Each radio terminal shall be able to associate a priority level with each Talk-Group.	STATE:
3.2.11	When a radio terminal has scanning enabled, and it is involved in a Group-Call, it shall still be able to detect other calls being set up. If a call is set up for a Talk-Group of higher priority than the current call, it shall leave the current call and join the higher priority call.	STATE:
3.2.12	Bidders shall offer terminals that are TETRA 2 (TEDS) compatible. Full details of TETRA 2 compliance regarding the offered terminals shall be given. Bidders shall indicate that TETRA 2 terminals will operate on the existing Gauteng and Eastern Cape TETRA system. Full operational functionalities will be clearly indicated.	STATE:

SPECIFICATION 2493/2025

SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

DESCRIPTION		COMPLY/ DO NOT COMPLY
3.3	FACILITIES REQUIRED FOR RADIO TERMINALS	
3.3.1	The radio terminal shall identify itself to the system each time the unit transmits.	STATE:
3.3.2	The radio terminal shall have full protection of its final output stage in order that no damage shall be caused in the event of the output being short-circuited or being open circuit while the radio terminal is transmitting (PTT pressed).	STATE:
3.3.3	The radio terminal shall be capable of operating on any South African Police Terrestrial Trunked (TETRA) Network providing all features and functionalities offered by the system, regardless of whether the system is of the same make as the radio terminal or not.	STATE:
3.3.4	The radio terminal shall be capable of operating in semi duplex mode via base stations on the trunked system. Direct radio terminal to radio terminal communications shall however also be possible without the assistance of a base station or repeater.	STATE:
3.3.5	The radio terminal shall be able to respond to a multiple talk-groups call without having to select via its selector switch the talk-groups of the radio terminal that originated the multiple talk-groups (for as long as the hang time has not lapsed and the radio terminal have returned to the control channel).	STATE:
3.3.6	The radio terminal (or radio network) shall be provided with a timer circuit which shall close down any transmission from the radio terminal after a predetermined time and after a warning indication has been received. The timer function shall also be set at various time periods for various talk-groups e.g. the talk-groups for communications with the 10111 emergency centres should have a longer time-out period than another talk-groups which would permit communications only within the specific user group. If this feature is part of the radio terminal the time period shall be field programmable.	STATE:
3.3.7	The radio terminal shall be provided with all required controls, switches, indicators and an illuminated alphanumeric display to enable the operator to easily make use of all the facilities on the radio terminal and to indicate and display the various status conditions and modes of the radio terminal.	STATE:

SPECIFICATION 2493/2025**SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.**

DESCRIPTION		COMPLY/ DO NOT COMPLY
3.3.8	It is of prime importance that the display of the radio shall not only be clear but be readable in bright sunlight and in darkness by the user.	STATE:
3.3.9	The radio terminal shall be provided with a specific port through which software changes and upgrades in technology by means of new software packages and new features can be programmed into the radio terminal.	STATE:
3.3.10	It shall be possible to program any combination of talk groups into the radio terminal according to the capacity of the radio terminal.	STATE:
3.3.11	The radio terminal shall be suitable for full digital voice encryption operation, both through the infrastructure of the system and in direct mode i.e. from radio terminal to radio terminal. Both over-the-air and end-to-end encryption modes shall be fully successful on the radio terminals and on the radio communications system.	STATE:
3.3.12	The bidder shall provide a full description of the encryption capabilities of the radio terminal. This shall include set-up of the radio terminal for encryption as well as levels of encryption available.	STATE:
3.3.13	The radio terminal shall be provided with a RS 232/ USB data port for the purpose of portable data communications to data transmission devices that can be attached to the radio.	STATE:
3.3.14	The radio terminal shall have the ability to establish an individual call to the radio terminal and any other specific radio terminal. The conversation shall be limited to the two radio terminals involved and shall not be heard by any other radio terminal in the talk group or the total system including the 10111 dispatchers.	STATE:
3.3.15	A radio terminal receiving an individual call from another radio terminal, shall display the unit ID of the radio terminal that initiated the call.	STATE:
3.3.16	The radio terminal shall have the capability of receiving and making a telephone call established by, and under the control of the operator at the 10111 Emergency Centre.	STATE:
3.3.17	The radio terminal shall have the capability for direct access to the Private Automatic Branch exchange (PABX) to allow the user to make telephone calls.	STATE:

SPECIFICATION 2493/2025

SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

DESCRIPTION		COMPLY/ DO NOT COMPLY
3.3.18	It shall also be possible for a person to make a telephone call from a telephone in the Private Automatic Branch exchange (PABX) telephone network directly to the radio terminal where such a facility has been enabled on the radio. Dialling a single telephone number or dialling a number from pre-stored lists shall be possible.	STATE:
3.4	RADIO TERMINAL OPERATION	STATE:
3.4.1	Group Call Operation	
3.4.1.1	When in Group Mode, the radio terminal shall display the identity of the current Talk-Group.	
3.4.1.2	When the radio terminal is receiving a Group-Call, it shall also display the identity of the calling party.	STATE:
3.4.1.3.	The radio terminal shall support text aliases which, when entered, are displayed in place of these numerical Talk-Group and radio terminal identities.	STATE:
3.4.1.4	The radio terminal shall indicate the progress of Group-Calls with audible tones.	STATE:
3.4.1.5	The volume of audible tones shall be configurable by the radio terminal user and shall be able to be set to zero.	STATE:
3.4.1.6	The radio terminal shall support at least 500 Talk-Groups.	STATE:
3.4.1.7	To ensure that the user can easily change between Talk-Groups, Talk-Group identities shall be organized within the radio terminal in ranges.	STATE:
3.4.1.8	The radio terminals shall be able to change between Talk-Groups within the current range by the applicable channel selector.	STATE:
3.4.2	Emergency Mode Operation	
3.4.2.1	Each radio terminal shall have an easily identifiable Emergency Button	STATE:

SPECIFICATION 2493/2025

SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

DESCRIPTION		COMPLY/ DO NOT COMPLY
3.4.2.2	To ensure that the emergency mode operation remain credible, the emergency button and procedures shall be well designed so that it should not accidentally be activated. The South African Police Service will under NO circumstances accept any terminal where the emergency button and procedures are poorly designed. (For example, to activate the emergency button members must hold down the button for 2 seconds, or the button must be press twice before activation takes place, or the emergency button must be hidden from accidental activation).	STATE:
3.4.2.3	When the Emergency Button is pressed the radio terminal shall emit a distinct "emergency start" tone and shall also provide a visual message. The radio terminal shall automatically send an emergency alarm to the Dispatch Console.	STATE:
3.4.2.4	If the radio terminal receives no acknowledgment of the emergency alarm, it shall retransmit the alarm.	STATE:
3.4.2.5	Emergency-Calls shall have the highest priority, so that if the system is busy the call will be granted immediately.	STATE:
3.4.2.6	The radio terminal shall remain in emergency mode until the user performs a distinct emergency cancellation. The radio terminal shall then emit an "Emergency cancelled" tone.	STATE:
3.4.2.7	When in Emergency Mode the radio terminal shall automatically activate the microphone to periodically transmit without the user pressing the Push-to-Talk (PTT) button. This will allow other members of the Talk Group to monitor the situation.	STATE:
3.4.3	Individual Call Operation	STATE:
3.4.3.1	The radio terminal shall have a distinct mode for Individual-Calls.	
3.4.3.2	When in this mode the radio terminal shall display the identity of the last party with whom an Individual-Call was established. To connect to that same party, the user shall be able to simply press Push-to-Talk (PTT).	STATE:
3.4.3.3	The radio terminal shall be able to scroll through a list of pre-programmed addresses of radio terminals and Dispatch Consoles. Once selected an Individual-Call can be initiated by simply pressing Push-to-Talk (PTT).	STATE:

SPECIFICATION 2493/2025

SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

DESCRIPTION		COMPLY/ DO NOT COMPLY
3.4.3.4	Full Duplex Individual Calls shall be supported between radio terminals and Dispatch Console operators.	STATE:
3.4.3.5	Radio terminals can be enabled for Pre-emptive Priority (PPC) Individual Calls.	STATE:
3.4.3.6	When making an individual call enabled for PPC, the calling party shall be able to choose whether the call should be normal or pre-emptive.	STATE:
3.4.4	Telephone Interconnect Service	STATE:
3.4.4.1	The radio terminal shall have a distinct mode for Telephone Interconnect calls.	
3.4.4.2	When in this mode the radio terminal shall display the identity of the last party with whom a telephone call was established. To connect to that same party, the user shall be able to simply press Push-to-Talk (PTT).	STATE:
3.4.4.3	The radio terminal shall be able to scroll through a list of pre-programmed addresses of telephone numbers. Once selected a telephone call can be initiated by simply pressing Push-to-Talk (PTT)	STATE:
3.4.5	Status Messages:	STATE:
3.4.5.1	The radio terminal shall support a distinct mode, for sending status messages to the Dispatch Console.	
3.4.5.2	The radio terminal user shall be able to select a status message either by scrolling through a stored list, or by entering a status message number direct from the keyboard.	STATE:
3.4.5.3	Each radio terminal shall be able to save a text alias for the 20 most commonly used status messages.	STATE:
3.4.6	Short Data Transport Service	STATE:
3.4.6.1	Each radio terminal shall allow external applications to access the short text messaging service over the air interface.	
3.4.6.2	The interface to the text messaging service at the radio terminal will be via a Peripheral Equipment Interface (PEI). The PEI shall be an RS 232/ USB serial connection using a super-set of AT Commands.	STATE:

SPECIFICATION 2493/2025**SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.**

DESCRIPTION		COMPLY/ DO NOT COMPLY
3.4.6.3	Each radio terminal shall be able to receive and display short text messages, either from other radio terminals or from a computer networked to the system infrastructure.	STATE:
3.4.6.4	Messages shall be buffered, and both audible and visual indications shall be given of incoming messages.	STATE:
3.4.6.5	Each radio terminal shall be able to send text messages of up to 140 characters, entered though the keypad.	STATE:
3.4.6.6	When a radio terminal user reads a text message, an acknowledgment shall be automatically generated if the sender requested confirmation of reading.	STATE:
3.4.6.7	Each radio terminal shall be able to receive text messages (information on a complaint) from the dispatcher, which might consist of more than 140 characters. In this case, the message will be divided into 140 characters blocks and shall be delivered and opened by the terminal simultaneously so that the subscriber can read the complete message similar to GSM SMS services.	STATE:
3.4.7	Packet Data Services	STATE:
3.4.7.1	Radio terminals shall support packet data services using standard Internet protocols (TC/IP) over the air interface.	
3.4.7.2	Access to the packet data service shall be via an RS 232/ USB port. (Also referred to as the peripheral equipment interface)	STATE:
3.4.7.3	Packet data services shall be provided, by using point-to-point protocol between the radio terminal and the data terminal equipment, connected to each other.	STATE:
3.4.7.4	Packet data services shall not use a proprietary protocol between the radio terminal and data terminal equipment.	STATE:
3.4.7.5	Data terminal equipment connected to a radio terminal via the peripheral equipment interface (RS 232/ USB) shall be able to access packet data services using industry standard protocols, such as point-to-point protocol on Internet protocols.	STATE:
3.4.7.6	Data terminal equipment hosting applications using the packet data services shall not require proprietary drivers to access packet data services.	STATE:

SPECIFICATION 2493/2025

SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

DESCRIPTION		COMPLY/ DO NOT COMPLY
3.4.8	Encryption and Authentication	STATE:
3.4.8.1	Radio terminals shall support air interface encryption using a single Static Cipher Keys (SCK) and Derived Cipher Keys (DCK).	
3.4.8.2	Radio terminals shall support explicit authentication by the infrastructure.	STATE:
3.4.8.3	If a radio terminal does not support encryption, it shall not be able to join a Talk-Group, which uses encryption.	STATE:
3.4.8.4	Each radio terminal using Static Cipher Keys (SCK's) shall be programmed with up to 32 Static Cipher Keys (SCK's). The active Static Cipher Keys (SCK) shall be determined by the system broadcasting an Static Cipher Key Number (SCKN).	STATE:
3.4.8.5	The radio terminal user shall not be able to read the Static Cipher Keys (SCK's).	STATE:
3.4.8.6	Bidders must be able to demonstrate encryption on a live system if requested by the SAPS.	STATE:
3.5	CERTIFICATE OF COMPLIANCE	STATE:
3.5.1	The bidder shall submit for each type of radio terminal offered a certificate of compliance to the standards and protocols of an accredited international telecommunications institute as applicable to the Terrestrial Trunked (TETRA) standard.	
3.6	DIRECT MODE OPERATION	STATE:
3.6.1	Radio terminals shall support Direct Mode Operation. This provides the capability for radio terminals to communicate with each other independently without using the system infrastructure.	
3.6.2	Each radio terminal shall have a dedicated button to enter Direct Mode operation.	STATE:
3.6.3	Each radio terminal shall support minimum up to 10 Talk-Groups in Direct Mode Operation.	STATE:
3.6.4	Group-Calls and Late Entry shall be supported during Direct Mode Operation.	STATE:

SPECIFICATION 2493/2025**SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.**

DESCRIPTION		COMPLY/ DO NOT COMPLY
3.6.5	Full encryption shall be available (end- to- end) in Direct Mode Operation.	STATE:
3.6.6	The bidder shall ensure that no desensing whatsoever of the radios will take place if the radios are used in Direct Mode Operation (DMO) and in close proximity of each other [minimum distance five (5) meters], irrespective of the number of radios or number of Direct Mode Operation (DMO) channels or time-slots used.	STATE:

SPECIFICATION 2493/2025

SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

DESCRIPTION		COMPLY /DO NOT COMPLY
3.7.1 TECHNICAL REQUIREMENTS		
Frequency Range	380 - 400MHz	STATE:
Weight (maximum) including battery	600g or less	STATE:
Channel Spacing	25 kHz (TDMA)	STATE:-
Dimension (maximum) including battery (h) x (w) x (d) 60mm x	Ruggedized - 170mm x 40mm, light-weight smaller than	STATE:
Modulation	1/4 DQPSK	STATE:
Antenna Impedance	50 ohms	STATE:
Transmitter RF Power	1 – 5 Watts	STATE:
Receiver Static Sensitivity	-112 dBm	STATE:
Receiver Dynamic Sensitivity	-103 dBm	STATE:
Phone Book entries	1000	STATE:
Encryption	TETRA air interface encryption, TEA1, TEA2, TEA3 and TEA4 algorithms as well as end-to-end	STATE:
Dust and water ingress	IP54 and IP67	STATE:
Shock, Drop and Vibration	ETS 300 019-1-7 class 5M3	STATE:
GPS Simultaneous Satellites	12	STATE:
GPS Mode of Operation	Autonomous or assisted	STATE:
GPS Antenna	Helical Integrated into TETRA antenna	STATE:
GPS Sensitivity	-152 dbm/-182Dbw	STATE:
GPS Accuracy	5 m (50% probable), m (95% probable)	STATE:
Operating Temperature	- 10 to + 55 degrees C	STATE:

SPECIFICATION 2493/2025

SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

DESCRIPTION		COMPLY/ DO NOT COMPLY
3.7.2	CONTROL FACILITIES	STATE:
3.7.2.1	The portable radio shall have the following control facilities:	
3.7.2.1.1	An On/Off volume select switch or buttons.	
3.7.2.1.2	A multi-position group select rotary switch or buttons.	STATE:
3.7.2.1.3	At least one programmable multi-purpose button.	STATE:
3.7.2.1.4	Scroll up, scroll down buttons	STATE:
3.7.2.1.5	A brightly coloured emergency button, mounted in such a way that it cannot be accidentally activated.	STATE:
3.7.2.1.6	A weather sealed universal connector	STATE:
3.7.2.1.7	The radio shall be provided with a full keypad with programmable soft keys for easy access to additional facilities.	STATE:
3.7.3	ANTENNA	STATE:
3.7.3.1	The bidder shall supply the radio with a robust flexible ¼ wave whip antenna, covered over its entire length with a weatherproof enclosure made of material transparent to radio waves.	
3.7.3.2	The antenna shall terminate in a robust 50-ohm connector or stud suitable for direct connection to the antenna port of the radio.	STATE:

SPECIFICATION 2493/2025

SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

DESCRIPTION		COMPLY/ DO NOT COMPLY
3.7.3.3	The antenna port/connector of the radio shall be firmly attached to and supported by the casing of the radio.	STATE:
3.7.4	BELT CLIP	STATE:
3.7.4.1	The bidder shall supply the belt clip mechanism manufactured from stainless steel.	
3.7.4.2	The design of the mechanism shall be such that it shall prevent accidental disengagement of the radio from the belt when the person carrying the radio either runs jumps or sits down.	STATE:
3.7.5	REMOTE SPEAKER / MICROPHONE	STATE:
3.7.5.1	The remote loudspeaker / microphone unit i.e. loudspeaker/ microphone combination shall be provided with a rugged clip mechanism in order that this unit may be attached to the person's clothing, typically a lapel of a jacket, a shoulder strap or the top of a shirt.	
3.7.6	PUBLIC SAFETY SPEAKER / MICROPHONE	
3.7.6.1	The bidder shall provide as an option if available a public safety speaker / microphone / antenna combination that can be attached to the shoulder strap of the uniform shirt or uniform jacket of a public safety official. The signal loss between a radio with antenna on a user's belt and a radio with a public safety speaker/ microphone is substantial and therefore requires this facility.	STATE:
3.7.6.2.	It is extremely important that the connecting cable of this unit shall not be a stiff cable but rather be very flexible (at least as flexible as the normal microphone cable of a portable radio or standard remote speaker / microphone unit). The cable shall not be of any nuisance value to or be uncomfortable for the official in the execution of their duties.	STATE:

SPECIFICATION 2493/2025**SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.**

DESCRIPTION		COMPLY/ DO NOT COMPLY
3.7.6.3	The requirement is not only for the comfort of the officials but also essential for rapid reaction police officers, specialist policemen and other public safety officials to allow them to attend "hands-free" to their various duties.	STATE:
3.7.6.4	The requirement as specified and called for above shall be regarded by the bidder of very high importance and having a high priority as it is extremely important that various law enforcement officials use such a public safety speaker / microphone.	STATE:
3.7.7	BATTERIES FOR PORTABLE RADIOS	STATE:
3.7.7.1	Bidders shall offer a Lithium based battery. The battery offered should focus on the best weight, the best longevity, and best battery life ratio.	
3.7.7.2	Bidders shall not quote operating times based on other duty cycles than those specifically asked for in the following questions, as this makes inter-comparison between different manufacturers' radios difficult.	STATE:
3.7.7.3	Batteries shall support an operating time of at least 12 hours, based upon a duty cycle of 10% Tx, 10% Rx, and 80% Stand-by.	STATE:
3.7.7.4	Batteries shall support an operating time of at least 20 hours, based upon a duty cycle of 5% Tx, 5% Rx, and 90% Stand-by.	STATE:
3.7.7.5	The batteries shall have a life of up to 500 charge/recharge cycles, when operated in accordance with the manufacturers recommended procedures.	STATE:
3.7.8	BATTERY CHARGERS FOR BATTERIES OF PORTABLE RADIOS	STATE:
3.7.8.1	Mains powered battery chargers shall be available for:	
3.7.8.1.1	Charging single batteries	

SPECIFICATION 2493/2025

SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

DESCRIPTION		COMPLY/ DO NOT COMPLY
3.7.8.1.2	Charging up to 6 batteries (only to be supplied on request. Bidders shall quote this charger as an option, not include any cost relating to the 6-battery charger in the final bid price. Bidders shall quote a unit price for each charger).	STATE:
3.7.8.1.3	The bidder shall supply each radio offered with a single battery charger. The charger shall be suitable to charge the battery of the radio with and without the battery attached to the radio.	STATE:
3.7.8.1.4	The battery charger shall operate from a 220 volt + 10%, 50Hz AC mains feed supply and shall be provided complete with a 2 meter power cord and standard 3 pin plug as used in South Africa. A non-South African plug provided with an adapter will not be acceptable.	STATE:
3.7.8.1.5	Battery chargers shall be able to recharge a battery from flat in 1 to 3 hours to full capacity.	STATE:
3.7.8.1.6	The battery charger system shall provide an accurate, reliable and easily understood indication of the effective state of charge of batteries before they are offered for operational use.	STATE:
3.7.8.1.7	An intelligent battery system shall be offered that allows the batteries to communicate with the chargers, providing details of the number of charge cycles, date of initial charge, etc. This will minimize the impact of battery availability upon the operation of the system.	STATE:

SPECIFICATION 2493/2025**SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.**

DESCRIPTION		COMPLY/ DO NOT COMPLY
3.8	ACCESSORIES FOR PORTABLE RADIOS	STATE:
3.8.1	Bidders shall offer a comprehensive range of accessories for the portable radio (earpieces and carrying cases etc. in Appendix A - Part 2 Created by the Bidder. Accessories shall include (As an example) and not be limited to: - VIP Earpieces. - Surveillance Earpieces. - SWAT/Tactical Headset/Earpieces. - Multi-chargers. - Car kits. - Leather bag. - Shoulder belt. - Travel and car charger. - Audio kit for covert mode. - Neckband. - Throat microphone. - Earpiece. - Bluetooth light headset - Test KIT/JIG as per 4.5.4	
3.8.2	The accessories offered shall have been specifically developed for Public Safety applications.	STATE:
3.8.3	The connectors for accessories shall be on the side of the portable radio rather than at the bottom, as this is found to be more convenient in operational use.	STATE:
3.8.4	Accessories shall be available to allow portable radios to be used in surveillance operations.	STATE:
3.8.5	All accessories shall be priced separately and shall form part of the term contract once a successful bidder is appointed.	STATE:
3.8.6	Unit prices and description for all accessories shall be furnished in Appendix A - Part 2. Created by the Bidder.	STATE:

SPECIFICATION 2493/2025

SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

DESCRIPTION		COMPLY/ DO NOT COMPLY
4	PRICING TABLE COMPLETION AND PRICE EVALUATION.	STATE:
4.1	The South African Police Service requires a clearly defined pricing, with distinction between the required Terrestrial Trunked (TETRA) portable terminal and items required in workshops for maintenance and support of the terminals.	
4.2	The bidder shall submit a price for the complete terminal.	STATE:
4.3	The bidder shall give in the pricing table a complete breakdown of this complete terminal package such that a price for each item is provided. This will enable the South African Police Service to order separate items as replacement items in cases of damage or loss of such items during the contract period.	STATE:
4.4	The bidder shall provide a further section in the pricing table, which will detail all support accessories provided for in the contract.	STATE:
4.5	This section on support accessories shall include at least the following:	STATE:
4.5.1	All available loudspeaker options for the radio.	
4.5.2	The complete programming kit for the terminal including all required hardware interfaces and cables to connect the radio to a standard computer for programming of channel frequencies, channel spacing, signalling options and all other software programmable features of the terminal.	STATE:
4.5.3	The complete maintenance technical manual for the terminal.	STATE:
4.5.4	The test kit/Jig that would allow South African Police Service to connect instruments to the terminal.	STATE:

SPECIFICATION 2493/2025
SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED
(TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

TOTAL BID PRICE:

TETRA TERMINAL

ITEM UMBER	ITEM	QNT	PRICE INCL. VAT
1.	RADIO COMPLETE as per 2.1.6		
1.1	TETRA PORTABLE RADIO TERMINAL WITH ANTENNA, CHARGER, BATTERY USER MANUAL WITH GPS ACTIVATED	1	
1.2	AIR INTERFACE ENCRYPTION	1	
1.3	BATTERIES	1	
1.4	BATTERY CHARGER FOR SINGLE RADIO	1	
1.5	BELT CLIP	1	
1.6	ANTENNA FOR TERMINAL OFFERED	1	
1.7	TETRA PROGRAMMING SOFTWARE	1	
	TOTAL		
2.	END TO END ENCRYPTION	1	
3.	TECHNICAL WORKSHOP REQUIREMENTS		
3.1	TECHNICAL MANUAL	1	
3.2	PROGRAMMING KIT	1	
3.3	PROGRAMMING SOFTWARE	1	
3.4	TECHNICAL TRAINING	1	
	TOTAL		

SPECIFICATION 2493/2025

SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

Test to be Performed
Registration onto system (Ref-K)
Security & Authentication
Group Call
Private Call (Half Duplex)
Private Call (Full Duplex)
SDS Message Send
SDS Message Received
Emergency Call
Telephone Interconnect
Location-based Services
DMO Mode (Direct mode)

SPECIFICATION 2493/2025**SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.**

Due diligence testing (Bidder's premises)	(SAPS radio infrastructure)
DMO Mode (Direct mode)	
Fully equipped radio workshop	
	Install software and program radio.
	Registration onto system (Ref-K)
	Security & Authentication (Ref-ITSI)
	Group Call
	Private Call (Half Duplex)
	Private Call (Full Duplex)
	SDS Message Send
	SDS Message Received
	Emergency Call

SPECIFICATION 2493/2025

SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

ICN CODES

ITEM	ITEM DESCRIPTION	ICN CODE
1.	TETRA PORTABLE COMPLETE WITH INTERNAL GPS ACTIVATED	5820T05012122
2.	AIR INTERFACE ENCRYPTION	5985T05079829
3.	BATTERY	6140T05016922
4.	BATTERY CHARGER	6130180170194
5.	BELT CLIP	5999T00091794
6.	ANTENNA FOR TERMINAL OFFERED	5985T05079826
7.	TETRA PROGRAMMING SOFTWARE PORTABLE	7030T05079832

43

54 | 41 TR(25) M-A π

Page 33 of 3

SPECIFICATION 2493/2025

APPENDIX A - PART 2 "Items offered as ACCESSORIES" as per 3.8

[illegible]

SS (41 TR (25) M-A

TP

SPECIFICATION 2493/2025
SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS.

COMPANY PROFILE-APPENDIX B

NAME OF CLIENT / ORGANIZATION	FULL POSTAL AND STREET ADDRESS	TELEPHONE AND FACSIMILE NUMBERS	CONTACT PERSON	TYPE AND QUANTITY OF EQUIPMENT SUPPLIED	DATE WHEN CONTRACT WAS FINALLY COMPLETED AND EQUIPMENT WAS HANDED TO CLIENT	VALUE OF THE CONTRACT IN CURRENT RAND VALUE

56/41TR(25) M.A TP

SPECIFICATION 2493/2025
SPECIFICATION FOR SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG,
EASTERN CAPE AND OTHER SAPS DIVISIONS.

SPECIFICATION APPROVAL PAGE:

End User Approval

Division Technology Management Services: Radio Communication Infrastructure Management

 Brigadier General
Date: 2026/08/04

57/41TR(25)

SPECIAL CONDITIONS OF CONTRACT

BID NUMBER: 19/1/9/1/41 TR (25)

BID NO 19/1/9/1/41TR (25): SUPPLY, DELIVERY AND PRODUCT TRAINING FOR TERRESTRIAL TRUNKED (TETRA) PORTABLE TERMINALS FOR GAUTENG, EASTERN CAPE AND OTHER SAPS DIVISIONS FOR A PERIOD OF FIVE YEARS : DIVISION: TECHNOLOGY MANAGEMENT SERVICES

CLOSING DATE AND TIME OF BID:

2026-05-05

@ 11h00

BID VALIDITY PERIOD: 100 DAYS

58/41TR(25)



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/41TR (25)

TABLE OF CONTENTS

	Page
1. ABBREVIATIONS	1
2. BID DOCUMENT CHECK LIST	2
3. SCOPE	3
4.1 LEGISLATIVE AND REGULATORY FRAMEWORK	3
4.2 BID INFORMATION/BRIEFING SESSION	3
4.3 EVALUATION CRITERIA	3
4.3.1 PHASE 1: MANDATORY REQUIREMENTS	4
1. CERTIFICATE OF APPROVAL	4
2. TETRA INTEROPERABILITY PROFILE (TIP) CERTIFICATION	4
3. CERTIFICATE OF COMPLIANCE	5
4. CERTIFICATION	5
4.3.2 PHASE 2: PREFERENCE POINT SYSTEM AND PRICE	6
4.3.3 PHASE 3: ADMINISTRATIVE BID REQUIREMENTS	9
4.3.4 PHASE 4: DUE DILIGENCE AND SAMPLE TESTING	10
5. VALUE ADDED TAX	12
6. PRICING STRUCTURE AND SCHEDULE	12
7. AUTHORISATION DECLARATION/ LETTER FROM THE MANUFACTURER	13
8. TAX COMPLIANCE REQUIREMENTS	14
9.- FORMAT AND SUBMISSION OF BIDS	14
10. LATE BIDS	15
11. COUNTER CONDITIONS	15
12. FRONTING	15
13. COMMUNICATION	16
14. CONTACT DETAILS	16
14.1 BID ENQUIRIES	16
15. SECTION B	16
15.1 CONTRACT PERIOD	16
15.2 RIGHT OF AWARD	17
15.3 MULTIPLE AWARD	17
15.4 NEGOTIATIONS	18
15.5 QUALITY	18
15.6 DELIVERY AND QUANTITIES	18
15.6.1 DELIVERY BASIS	18



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/41TR (25)

15.6.2	QUANTITIES	18
16.	SECTION C	18
16.1	ROLES AND RESPONSIBILITIES	18
16.1.1	CONTRACT ADMINISTRATION.....	18
16.1.2	SUPPLIER PERFORMANCE MANAGEMENT	19
16.2	ORDERS AND DELIVERY	19
16.2.1	ORDERS	19
16.2.2	DELIVERY	19
16.3	PRODUCT ADHERANCE / BRAND CHANGE	20
16.4	CONTRACT PRICE ADJUSTMENT	20
16.4.1	Formula	20
16.5	FORMULA COMPONENT DEFINITIONS.....	21
16.5.1	Adjustable amount.....	21
16.5.2	Fixed portion	21
16.5.3	Cost components and proportions	22
16.5.4	Applicable indices / references.....	22
16.5.5	Base Index Date	23
16.5.6	End Index Date	23
16.5.7	Price Adjustment Periods.....	23
16.6	RATES OF EXCHANGE (ROE) – BASE AND AVERAGE RATES.....	24
17.	GENERAL	25
18.	BREACH OF CONTRACT	26



1. ABBREVIATIONS

BAC: Bid Adjudication Committee

CPA: Contract Price Adjustment

ISO: International Organisation for Standardisation

QC: Quality Control

ROE: Rate of Exchange

SABS: South African Bureau of Standards

SBD: Standard Bidding Document

STATS SA: Statistics South Africa

VAT: Value- Added Tax



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/41TR (25)

2. BID DOCUMENT CHECK LIST

NO.	DOCUMENT NAME	YES	NO
1	SBD 1 Invitation to bid		
2	Central Supplier Database Report		
3	SBD 4 Declaration of interest		
4	SBD 5		
5	SBD 6 (1): Specific Goals		
6	Pricing Schedule		
7	Special Conditions of Contract		
8	General Conditions of Contract		
9	Mandatory documents		



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/41TR (25)

3.

SCOPE

Bid no 19/1/9/1/41TR (25): Supply, Delivery and Product Training for Terrestrial Trunked (TETRA) Portable Terminals for Gauteng, Eastern Cape and other SAPS Divisions for a period of five years : Division: Technology Management Services

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

VENUE: Compulsory briefing session will be held as follows:

Tulbagh Park Building, 1234 Corner Stanza Bopape & Jan Shoba Streets, Hatfield, Pretoria.

Date: 2026-04-15

Time: 10:00 am

4.3

EVALUATION CRITERIA

The evaluation process will be conducted in phases as follows:

Phase 1	Phase 2	Phase 3	Phase 4
Mandatory & Technical requirements	Price and Specific Goals	Administrative Bid Requirements	Due diligence and sample testing
Compliance with mandatory requirements and specification 2493/2025	Bids evaluated in terms of the 80/20 or 90/10 preference system.	Compliance with Administrative Bid requirements. SBD forms must be completed and signed.	Site visit and due diligence at bidder's premises or OEM premises and SAPS (10111). Samples will be requested from the recommended bidder



4.3.1 PHASE 1: MANDATORY REQUIREMENTS

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

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

Mandatory	1. CERTIFICATE OF APPROVAL A certificate of approval from the Independent Communications Authority of South Africa (ICASA) for the use of the radio equipment offered in the RSA must be submitted with the bid documents. The radio offered and model number on the ICASA Certificate must be the same. The certificate must be in the bidder's name. In the case the certificate is not in the bidders name the bidder shall attach a letter that indicate that the bidder is in agreement with the company that appear on the certificate. Failure to submit this certificate of approval on time and date of bid closure, or proof from ICASA that certification is in process will result in the non-acceptance of the bidder's offer. 2. TETRA INTEROPERABILITY PROFILE (TIP) CERTIFICATION The radio offered shall comply with the requirements of an International Independent Test facility. The bidder shall provide proof of a TIP Certificate for compliance of this product to operate on the TETRA open standard protocol.
-----------	--



	3. TIP CERTIFICATE OF COMPLIANCE The radio offered shall comply with the requirements of an International Independent Test facility. The bidder shall provide proof of a TIP Certificate for compliance of this product to operate on the TETRA open standard protocol. The bidder shall provide a TIP Certificate to indicate to which TETRA manufacturer's Infrastructure the radio interfaces. Failure to submit a TIP Certificate of compliance on the closing day and time of the bid shall result in the non-acceptance of the bidder's offer. Bidders shall also note that only reports of radios that have the same model number than the one offered for this bid shall be accepted. 4. CERTIFICATION The bidders must be certified by the Original Equipment Manufacturer (OEM) and a valid letter of certification from the OEM must be submitted with the bid document.
Technical specification	YES – The bidder must Comply with the Technical part of the specification. Failure to comply with the technical specification will invalidate your bid.
Specification	YES – the following documents must include at least the following: • Product technical specification • Detailed circuit diagrams and PC Board layouts in electronic format. • Detailed technical description of the operation of the Terrestrial Trunked (TETRA) portable terminal offered • A complete list of components, including manufacturers part numbers, component numbers and descriptions. International ICN codes for components shall be included, if available. • A recommended spare parts lists.



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/41TR (25)

Pricing Schedule	YES – Please complete the price in the original pricing schedule on the closing date and time (please use the original pricing schedule provided). Please take note that lead times may be regarded as administrative and may be requested if not completed. Failure to comply will invalidate your bid.
Samples	YES- The sample shall include the following: • Complete terrestrial trunked (tetra) portable radio with a complete kit or accessories. • All accessories to ensure a full working sample shall be submitted. shall be requested from the recommended bidder
Briefing session	YES-Bidders to attend compulsory briefing session. Attendance certificate to be submitted together with the bid document on or before closing date and time

4.3.2 PHASE 2: PREFERENCE POINT SYSTEM AND PRICE

i. Preference points system 80/20 or 90/10

- a) In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the South African Police Service on the 80/20 or 90/10 preference point system in terms of which points are awarded to bidders on the basis of:

The bid price (maximum 80/90 points) – Specific goals (maximum 20/10 points)

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

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



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/41TR (25)

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Price of tender under consideration; and

P min = Price of lowest acceptable tender.

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

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

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

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

- e) Bidders are required to complete the preference claim form (SBD 6.1).
f) The points scored by a bidder in respect of the specific goals will be added to the points scored for price.



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/41TR (25)

- g) Only bidders who have completed and signed the declaration part of the preference claim form will be considered for specific goal points.
- h) 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).
- i) 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.
- j) The points scored will be rounded off to the nearest 2 decimals.
- k) 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.
- l) 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.
- m) Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
- n) A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

4.3.2.1 JOINT VENTURES AND CONSORTIUMS

a) **Joint Venture/Consortium Participation**

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

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

b) **Preference Points for Specific Goals**

Joint ventures or consortiums wishing to claim preference points for specific goals must note that preference points will be awarded only in proportion to the percentage of the contract value



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/41TR (25)

managed or executed by individuals from each party who are actively involved in the management or control of the joint venture or consortium, as recorded in the JVA.

c) **Declaration Requirement**

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

d) **Evaluation of Preference Points**

The allocation of preference points will be calculated as follows:

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

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

e) **Non-Compliance**

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

4.3.3 PHASE 3: ADMINISTRATIVE BID REQUIREMENTS

4.3.3.1 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.
Preference Point Claim Form SBD 6.1	YES – Generally, non-submission will lead to a zero score for Specific Goals
SBD 5 National Industrial Participation Program	YES – (if above R10 million)



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/41TR (25)

General Conditions of Contract	NO – Bidders <u>must only familiarise</u> themselves with the content of the document
Cost components	YES – Please submit the completed cost component breakdown as per example in the Special Conditions of Contract.
Special Conditions of Contract	YES - Bidders <u>must sign</u> acknowledgement that they <u>familiarise</u> themselves with the content of the document
Tax Clearance Requirements	YES – The <u>CSD</u> and the <u>tax status pin</u> are the approved method that will be utilized to verify tax compliance.
Specification	YES-The bid application must include Comply or Do Not Comply by the bidder on the column of <u>every</u> specification field. Failure to do this will be interpreted as Do Not Comply. Bidders must cross out and clearly indicate N/A on any lots or items not bided for. Items within a lots will not be split. All documents must be provided in English.
Authorisation Declaration	YES - Any bidder who is not the actual manufacturer and will be sourcing goods or services from another company must submit an unconditional letter from the manufacturer confirming firm supply arrangement(s) in this regard, which has to accompany the bid at the closing date and time of bid. • confirm that it has familiarised itself with the item description, specifications and bid conditions • If the bid consist of more than one item, it should be clearly indicated in respect of which item(s) the supportive letter has been issued. • It must be indicated in the above-mentioned letter that firm supply arrangements have been made and all financial arrangements with regard to payment between the prospective bidder and manufacturer, manufacturer issuing such a letter has been finalized and terms and conditions mutually agreed upon.

4.3.4 PHASE 4: DUE DILIGENCE AND SAMPLE TESTING

4.3.4.1 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



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/41TR (25)

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.

4.3.4.1.1 PHASE 4: SAMPLE

A complete sample including radio, antenna, battery, battery charger, belt clip, programming software and programming cable or kit of the radio terminals that the bidder intends to offer will be requested from **the recommended bidder**.

The sample shall include the following:

Complete terrestrial trunked (tetra) portable radio with a complete kit or accessories.

All accessories to ensure a full working sample shall be submitted.

A recommended bidder shall be notified by email to collect their sample(s) as mentioned above after adjudication period. Sample must be collected within one (1) month after this notification.

The sample of the successful bidder shall stay in possession of the South African Police Service for the first year of the contract. This is needed to ensure that the final product is identical to the sample offered to the South African Police Service.

The following criteria will be used to Test the TETRA Radio

Test to be Performed
Registration onto system (Ref-K)
Security & Authentication
Group Call
Private Call (Half Duplex)
Private Call (Full Duplex)
SDS Message Send
SDS Message Received
Emergency Call



Telephone Interconnect

Location-based Services

DMO Mode
(Direct mode)

4.3.4.1.2 PHASE 4: DUE DILIGENCE

Due diligence requirements:

- Capacity and capability.
- Confirmation of physical address as per SBD1 or manufacturers physical address
- All information provided in the bid document will be verified.

Due diligence testing (Bidder's premises)	(SAPS radio infrastructure)
DMO Mode (Direct mode)	
Fully equipped radio workshop	
	Group Call
	Private Call (Half Duplex)
	Private Call (Full Duplex)
	SDS Message Send
	SDS Message Received

5. VALUE ADDED TAX

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

6. PRICING STRUCTURE AND SCHEDULE

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



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/41TR (25)

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

7. AUTHORISATION DECLARATION/ LETTER FROM THE MANUFACTURER

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

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

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

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

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



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/41TR (25)

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

8. TAX COMPLIANCE REQUIREMENTS

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

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

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

9. FORMAT AND SUBMISSION OF BIDS

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

SECTION	REQUIRED DOCUMENTS
Section 1	Standard bidding documents (SBD 1, Price Schedule, SBD 4, SBD 5, SBD 6.1 and CSD report
Section 2	Authorisation Declaration and items list
Section 3	Any other information (e.g. Company profile, etc.)



10. LATE BIDS

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

11. COUNTER CONDITIONS

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

12. FRONTING

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

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

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

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



13.

COMMUNICATION

SAPS: Procurement 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.

14.

CONTACT DETAILS

Bid Document Enquiries

Procurement Management MGP & Services

Address: 117 Cresswell Street, Weavind Park, Pretoria.

Lt Col Makhubo

Tel: (012) 841 7463/ 012 841 7204

E-mail: makhuboE@saps.gov.za

14.1

Bid Enquiries

Lt Col Mahlaule

E-mail: MahlauleG@saps.gov.za , mtshoeneen@saps.gov.za, maepaS@gov.za

14.2

To allow the South African Police Service sufficient time to respond to enquiries, bidders shall note that no enquiries made later than seven (7) working days before the closing date and time of the bid will not be entertained.

15.

SECTION B

15.1

CONTRACT PERIOD

The contract period shall be for a period of Five (5) years.



15.2 RIGHT OF AWARD

The South African Police Service reserves its following rights:-

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

15.3 MULTIPLE AWARD

The South African Police Service reserves the right to award the same item to more than one supplier to address product availability and compatibility. Due diligence will be applied to ensure that pricing is affordable, market related and aligned to end-user requirements.

The following will be taken into consideration when awarding through a multiple award:

- a) Capacity to meet volume demand as per bid requirements
- b) Estimated volume to be supplied
- c) Risk to departments if the item is not available
- d) Source of the finished product, raw material and manufacturing site
- e) Previous performance of the bidder



15.4 NEGOTIATIONS

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

15.5 QUALITY

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

15.6 DELIVERY AND QUANTITIES

15.6.1 DELIVERY BASIS

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

15.6.2 QUANTITIES

Quantities cannot be guaranteed.

16. SECTION C

16.1 ROLES AND RESPONSIBILITIES

16.1.1 CONTRACT ADMINISTRATION

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

The Head: Procurement and Contract Management Supply Chain Management

Private bag x 254, Pretoria, 0001,

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



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/41TR (25)

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

16.1.2 SUPPLIER PERFORMANCE MANAGEMENT

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

16.2 ORDERS AND DELIVERY

16.2.1 ORDERS

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

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

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

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

16.2.2 DELIVERY

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

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

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



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/41TR (25)

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

16.3 PRODUCT ADHERANCE / BRAND CHANGE

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

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

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

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

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

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).



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/41TR (25)

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

16.5 FORMULA COMPONENT DEFINITIONS

16.5.1 Adjustable amount

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

16.5.2 Fixed portion

The fixed portion represents those costs which will not change over the adjustment period and **DOES NOT** represent the profit margin. In this bid the fixed portion is 15% of the original bid



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/41TR (25)

price. Using the same example as above, it would amount to R150 which will remain fixed over the contract period.

16.5.3 Cost components and proportions

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

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

16.5.4 Applicable indices / references

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



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/41TR (25)

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

16.5.5 Base Index Date

The base index date applicable to the formula is defined as the date at which the price adjustment starts. In this bid the base index date isDECEMBER 2025

16.5.6 End Index Date

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

16.5.7 Price Adjustment Periods

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



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/41TR (25)

Adjustment	CPA application to reach the office at the following dates	End Index Date	Dates from which adjusted prices will become effective
1 st Adjustment	After One year of signing the contract		Date of application of adjustment after approval was obtained
2 nd Adjustment	After Two year of signing the contract		Date of application of adjustment after approval was obtained
3 RD Adjustment	After Three year of signing the contract		Date of application of adjustment after approval was obtained
4 th Adjustment	After Four year of signing the contract		Date of application of adjustment after approval was obtained

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

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

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

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

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

In the event where the RoE adjustment goes hand in hand with a material/product price increase, the material/product price (in foreign currency) will be converted to South African currency using the base rate.

The imported cost component (D1) will be adjusted together with all the other cost components Rate(s) of exchange to be used in this bid in the conversion of the bid price of the item(s) to South African currency is indicated in the table below.



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/41TR (25)

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

Should the bidder make use of any other currency not mentioned above, the bidder is requested to calculate the average for the period using the Reserve Bank published rates for the specific currency. Visit www.reservebank.co.za to obtain the relevant rates. Please refer to TCBD 2 (Procedure to download historical exchange rates from the Reserve Bank website) for instructions.

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

Adjustment	Average exchange rates for the period:
1st Adjustment	First year of contract
2nd Adjustment	second year of contract
3rd Adjustment	Third year of contract
4th Adjustment	Fourth year of contract

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:

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

87/41TR(25)¹

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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 | <p>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</p> <p>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.</p> |
| 32. Taxes and duties | <p>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.</p> <p>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.</p> <p>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.</p> |
| 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 | <p>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).</p> <p>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.</p> |

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

Js General Conditions of Contract (revised July 2010)

CERTIFICATION

I THE UNDERSIGNED (FULL SURNAME)

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

102/41TR(25)