



SPECIAL CONDITIONS OF CONTRACT

BID NUMBER RT45-2021

**SUPPLY AND DELIVERY OF AUTOMOTIVE PARTS AND TOOLS TO THE STATE FOR A PERIOD OF 36
MONTHS**

CLOSING DATE AND TIME OF BID: 05 JULY 2021 @ 11H00

BID VALIDITY PERIOD: 150 DAYS

NATIONAL TREASURY

TRANSVERSAL CONTRACTING



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DEFINITIONS

- i) **Accounting Officer** – bears the same meaning as defined in the Public Finance Management Act (PFMA) or the Municipal Finance Management Act (PFMA/MFMA)
- ii) **Bulk Order** – means a written or electronic order placed for large quantities of Parts to be carried by the SAPS as stock items;
- iii) **Consortium / Joint Venture** – an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- iv) **Contractor / Service Provider** – the successful bidder who is awarded the contract to maintain and administer the required and specified services to the State.
- v) **End user department** – any State entity, National or Provincial department that have been approved to utilize this contract and have signed the required mandatory documents with the Contractor.
- vi) **Entity** – any other end user of the contract that is not a national or provincial department but are approved by National Treasury to partake in the contract, such as a municipality.
- vii) **OEM** – means the original equipment manufacturer;
- viii) **Supplier** – any legal entity, which contracts with the contractor to provide goods or services to the State.
- ix) **National Department** – means a department listed in Schedule 1 to the Public Service Act, Act 1 of 1994, excluding the Office of a Premier.
- x) **Provincial Department** – The Office of a Premier listed in Schedule 1 to the Public Service Act, Act 1 of 1994 and a provincial department listed in Schedule 2 to the Public Service Act, Act 1 of 1994.
- xi) **The State** – For the purpose of this contract, it refers to National and Provincial spheres of government who participate in this contract. This includes constitutional institutions, public entities listed in Schedule 3A and 3C of the PFMA as well as local authorities.



LIST OF ABBREVIATIONS

BAC	Bid Adjudication Committee
BEC	Bid Evaluation Committee
BQRC	Bid Quality Review Committee
B-BBEE	Broad-Based Black Economic Empowerment
CIPC	Companies and Intellectual Property Commission
CPA	Contract Price Adjustment
CPI	Consumer Price Index
CSD	Central Supplier Database
EME	Exempted Micro Enterprise
NRCS	National Regulator for compulsory specifications
NT	National Treasury
OCPO	Office of the Chief Procurement Office
PPR 2017	Preferential Procurement Regulation 2017
QSE	Qualifying Small Enterprise
RoE	Rate of Exchange
RSA	Republic of South Africa
SLA	Service Level Agreement
SABS	South African Bureau of Standards
SCC	Special Conditions of Contract
SCM	Supply Chain Management
SBD	Standard Bidding Document
TCBD	Transversal Contract Bidding Documents
TC	Transversal Contracts
TIC	Tender Information Centre
VAT	Value Added Tax



LIST OF ANNEXURES

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LIST OF TABLES

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Table 2: Evaluation Phases

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Returnable documents and mandatory requirements

No	Name of the Document	Included in the published bid document?	To be returned by the bidder?	Non –submission will result in disqualification?
1	SBD 1 –Invitation to Bid	Yes	Yes	YES – Please complete and sign the supplied form
2	CSD Report (Tax Compliance Requirements)	No	Yes	YES – the state will use the CSD to verify tax clearance requirements
3	Central Supplier Database registration	No	Yes	YES – Please submit CSD registration number or CSD report to prove registration
4	Pricing Schedule	Yes	Yes	YES – Please complete the price schedule as issued and submit. The price schedule must be submitted both in hard copy and soft copy (Excel) with the bid at the closing date and time.
5	Valid Certified B-BBEE status level verification certificate or a sworn affidavit	No	Yes	YES – Please submit the document due to pre-qualification criteria requirement that this document must be provided to prove the B-BBEE status level contribution.
6	SBD 4– Declaration of Interest	Yes	Yes	YES – Please complete and sign the supplied form.
8	SBD 5– National Industrial Participation Programme	Yes	Yes	YES – Please complete and sign the supplied form.
8	SBD 6.1–Preference Point Claim Form	Yes	Yes	YES – Generally non-submission will lead to a zero score for B-BBEE, however, due to pre-qualification criteria it as a requirement that this document is provided to prove the B-BBEE status level contributor.
9	SBD 8 – Declaration of Bidder's Past Supply Chain Management Practices	Yes	Yes	YES – Please complete and sign the supplied form
10	SBD 9 – Certificate of Independent Bid Determination	Yes	Yes	YES – Please complete and sign the supplied form
11	TCBD 1 – Authorization Declaration	Yes	Yes	YES – Bidders sourcing products from a third party must submit the authorisation declaration letter of the third party.
12	Annexure A: Footprint Declaration of undertaking	Yes	Yes	YES – Please complete and sign the supplied form

Table 1



Non-mandatory returnable

No	Name of the Document	Included in the published bid document?	To be returned by the bidder?	Non –submission will result in disqualification?
1	General Conditions of Contract	Yes	No	NO – Bidders must only familiarise themselves with the content of the document.
2	Special Conditions of Contract	Yes	No	NO - Bidders must only familiarise themselves with the content of the document.
3	Read me CSD supplier leaflet	Yes	No	NO – This is for information purposes
4	Read me CSD fact sheet	Yes	No	NO – This is for information purposes
5	Cost components	Yes	Yes	NO – bidder must submit the completed cost component document should the standard cost components detailed in the Special Conditions of Contract be different with the bidder.

Table 1



SECTION A

1. SPECIAL CONDITIONS OF CONTRACT OUTLINE.

- 1.1 This bid document is divided as follows:
 - 1.1.1 Section A: Conditions of bid
 - 1.1.2 Part 1 : Evaluation criteria
 - 1.1.3 Part 2 : Additional bid requirements
 - 1.1.4 Part 3: End-User requirements
 - 1.1.5 Section B: Conditions of Contract

2. LEGISLATIVE AND REGULATORY FRAMEWORK

- 2.1 This bid and all contracts emanating there from will be subject to 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) as well as the Preferential Procurement Policy Framework Act 2000 (PPPFA) with its latest 2017 Regulations.
- 2.2 The Special Conditions of Contract (SCC) are supplementary to that of General Conditions of Contract. However, where the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.
- 2.3 **Tax compliance requirements**
 - 2.3.1 It is a condition of this bid that the tax matters of the successful bidder(s) are in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
 - 2.3.2 The Tax Compliance status requirements are also applicable to potential foreign bidders / individuals who wish to submit bids.
 - 2.3.3 It is a requirement that bidders grant a written confirmation when submitting this bid response that SARS may on an on-going basis during the tenure of the transversal contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
 - 2.3.4 Bidders are required to be registered on the Central Supplier Database (CSD) and the state shall verify the bidder's tax compliance status through the CSD or through SARS.
 - 2.3.5 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 CSD or through SARS.

2.3.6 The state will not award a bid to any bidder whose tax matters are not in order

2.4 Standard Bidding Documents

2.4.1 The following standard bidding documents must be submitted with the bid at the closing date and time of bid.

- a) SBD 1 – Invitation to bid
- b) SBD 4 – Declaration of interest
- c) SBD 5 – The National Industrial Participation Programme
- d) SBD 6.1 – Preference Points Claimed (BBBEE)
- e) SBD 8 – Declaration of Past SCM Practices
- f) SBD 9– Certificate of Independent Bid Determination

3. BID INFORMATION SESSION

3.1 Non-compulsory bid information session will be held virtually on Microsoft Teams under the following details:

Date: 03 June 2021

Time: 10:00

Link: [Click here to join the meeting](#)

4. SCOPE OF WORK

4.1 The State requires to appoint a contractor and/or contractors to supply automotive parts and tools to the state.

4.2 The bidder is expected to have the capacity and capability to render the services as required.

4.3 A bid will be considered responsive if it addresses the supply of automotive parts and tools provided for in the pricing schedule.



PART 1: EVALUATION CRITERIA

5. EVALUATION CRITERIA

5.1 The bid shall be evaluated in phases as per the table below:

Phase 1	Phase 2	Phase 3
Pre-Qualification Criteria	Mandatory Requirements and Other Bid requirements	Price and B-BBEE
Regulation 4	Compliance with mandatory and other bid requirements	Bids evaluated in terms of the 90/10 preference system

Table 2

5.2 PHASE 1: PRE - QUALIFICATION CRITERIA

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

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

5.2.2 Failure to meet the pre –qualification criteria will invalidate the bid submitted.

5.2.3 Once a bid has complied with the pre-qualification criteria, it would further be evaluated on PHASE 2: Mandatory requirements and other bid conditions.

5.3 PHASE 2: MANDATORY REQUIREMENTS AND OTHER BID REQUIREMENTS

5.3.1 During this phase, bidders will be evaluated based on mandatory requirements and other bid conditions as setout below.

5.3.2 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.

5.3.3 STANDARD BIDDING DOCUMENTS AND RETURNABLE DOCUMENTS

a) It is a requirement of this bid that bidders fill out all Standard Bidding documents issued with



the bid and submit them together with the bid at the closing date and time of the bid.

- b) Over and above the Standard Bidding Documents bidders must adhere to requirements relating to all returnable documents to prove compliance with specific requirement. Table 1 must be used as a guideline for the returnable documents that must be submitted with the bid at the closing date and time.

5.3.4 FOOTPRINT

- a) It is a requirement of this bid that bidders provide the details of their footprint in the province they bidding for.
- b) For each province a bidders bids for, the bidder must provide a list of their offices/warehouses and details of activities taking place in that office/warehouse. The details of activities must amongst others over the following:
 - i) Address of the offices/warehouses
 - ii) Type of office (office/warehouse)
 - iii) Parts or stock held at that office/warehouse relating to this bid
 - iv) Areas that are serviced by that office/warehouse in that particular province.
- c) **Annexure A: Footprint Declaration of undertaking** form must be used to provide details of the footprint. No other format will be accepted for this purpose.
- d) Over and above submission of Annexure A, bidders must submit proof of existence of such office/warehouse by submitting any document (not older than 3 months) but not limited to the below:
 - i) Utility bill, e.g. municipal water and lights account or property managing agent statement;
 - ii) Municipal rates and taxes invoice,
 - iii) Telephone statement,
 - iv) Letter from municipality confirming business address.
- e) Bidders will be disqualified if they don't provide information

5.3.5 AUTHORISATION DECLARATION

- a) All bidders must complete the "Authorization Declaration" (TCBD 1) for all relevant goods or services in full, sign it and submit it together with the bid response at the closing date and time



of the bid invitation.

- b) Failure to submit a duly completed and signed Authorization Declaration, with the required annexure(s), in accordance with the above provisions will invalidate the bid for such goods or services offered.
- c) The State reserves the right to verify any information supplied by the bidder in the Authorization Declaration and should the information be found to be false or incorrect, the State reserves its right to exercise any of the remedies available to it, including disqualifying the bidder and or restricting the bidder.
- d) The bidder must ensure that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party. Failure to render the service in line with the Contractual terms of this, Contract may lead to the Contract being terminated and bidder being restricted from doing business with the State.
- e) In the event that a bidder is sourcing goods (automotive parts and /or tools) from a third party, the following conditions regarding hierarchy of parties MUST be adhered to and observed:
 - i) The bidder must be sourcing goods (automotive parts and /or tools) directly from the manufacture or an accredited distributor of the manufacturer in question.
 - ii) It is not allowed to have intermediaries between the bidder and the manufacturer of the goods (automotive parts and /or tools) concerned other than an accredited distributor of the manufacturer.
 - iii) Where a bidder is sourcing products (automotive parts and /or tools) from an accredited distributor, the bidder must submit with the bid at closing date and time proof from the manufacture indicating that indeed the accredited distributor in question is appointed by the manufacturer.
 - iv) The following table must be used as a guideline for acceptable / unacceptable third party arrangements.



Bidder	Manufacture		Acceptable	
Bidder	Accredited distributor		Acceptable	
Bidder	Supplier (not accredited distributor)	Manufacture	Not Acceptable	
Bidder	Supplier (not accredited distributor)	Supplier (not accredited distributor)	Manufacture	Not Acceptable
Bidder	Supplier (not accredited distributor)	Supplier (not accredited distributor)	Accredited Distributor	Not Acceptable

5.3.6 Once a bid has complied with the all requirements on phase 2, it would further be evaluated on PHASE 3: Price and B-BBEE.

5.4 PHASE 3: PRICE AND B-BBEE (90/10 CRITERIA)

5.4.1 APPLICABLE TAXES

- a) All bid prices must be inclusive of all applicable taxes.
- b) Failure to comply with this condition will invalidate the bid.

5.4.2 VALUE ADDED TAX

- a) All prices must be inclusive of 15% Value Added Vat.
- b) Failure to comply with this condition will invalidate the bid.

5.4.3 PRICING STRUCTURE AND SCHEDULE

- a) The pricing schedule provided in this bid forms an integral part of the bid document and bidders must ensure that it is completed without changing the structure thereof.
- b) Bidders MUST bid for all items in a province as the state reserves the right to award all items to one bidder per province. Failure to submit all items per province may render the bid or specific items invalid.
- c) It is a requirement of this bid that bidders fill out and submit the pricing schedule issued with the bid at the closing date and time of the bid.



- d) The prices quoted must be inclusive of all applicable taxes. The bid price offered for service is deemed to be as advertised in the item specification.
- e) Bidders are required to submit responsive bids by completing all the prices as contained in the pricing schedule, mandatory response fields and item questionnaires on the provided pricing schedule for the individual items
- f) Bidders must ensure that it completes in full, and submits the EXCEL PRICING SPREAD SHEET attached in this bid, failing which the bid will be deemed non responsive and shall therefore be disqualified.
- g) The EXCEL PRICING SPREAD must be converted into a Portable Document Format (PDF) and submitted with the bid. This PDF documents must be similar to the EXCEL PRICING SPREAD SHEET submitted.
- h) The prices as requested in the Price Schedule must not include any settlement discounts for early payments. The State will not pay any amounts to the appointed Contractor that is not reflected on the price Schedule at the time of bid submission.
- i) Prices submitted for this bid must be completed on the fields provided on the price schedule supplied with the bid.
- j) Pricing structures that do not comply with this requirement may invalidate the bid.

5.4.4 PREFERENCE POINT SYSTEM

- a) In terms of regulation 7 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 State on the 90/10-preference point system in terms of which points are awarded to bidders on the basis of:
 - i) The bid price (maximum 90 points)
 - ii) B-BBEE status level of contributor (maximum 10 points)
- b) The following formula will be used to calculate the points for price:

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

Where

P_s = Points scored for comparative price of bid under consideration



Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

- c) A maximum of 10 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-Compliant Contributor	0

Table 3

- d) Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit at the closing date and time of the bid in order to claim the B-BBEE status level points. In a case where a sworn affidavit is submitted, it must be in its original form, a copy of a sworn affidavit will not be acceptable.
- e) The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- f) Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate from an accredited verification agency or a sworn affidavit will be considered for preference points.
- g) Failure on the part of the bidder to comply with the paragraphs above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0) points.
- h) The State may, before a bid is adjudicated, require a bidder to substantiate claims it has



made with regard to preference.

- i) The points scored will be rounded off to the nearest 2 decimals. 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 preference points for B-BBEE.
- j) Should two or more bids score an equal total number of points, the contract will be awarded in terms of regulation 10 of the Preferential procurements, 2017.

5.4.5 TEST REPORTS FOR LEAD-ACID STARTER BATTERIES

- a) It is a requirement of this bid that Lead-acid starter batteries be compliant to SANS IEC60095 standard.
- b) For this purpose, a test report issued by a SANAS accredited or recognized institution must be submitted with the bid at the closing date and time proving that the Lead-acid starter batteries complies with the SANS IEC60095 standard.
- c) The Test reports must not be older than twelve (12) months at the closing date of the bid.
- d) Failure to submit the test report will lead to Lead-acid starter batteries be regarded as non-responsive and therefore disqualified from the process.

5.4.6 LETTER OF AUTHORITY CERTIFICATE

- a) It is a requirement of this bid that the following items be compliant with NRCS' compulsory specifications:

NO	ITEM DESCRIPTION	NRCS COMPULSORY SPECIFICATION
1	Front brake disc	NRCS compulsory specification VC 8053
2	Rear brake disc	NRCS compulsory specification VC 8053
3	Front brake pads	NRCS compulsory specification VC 8053
4	Rear brake pads	NRCS compulsory specification VC 8053
5	Rear brake drums	NRCS compulsory specification VC 8053
6	Front brake drums	NRCS compulsory specification VC 8053
7	Front brake shoes	NRCS compulsory specification VC 8053
8	Headlight bulbs	NRCS compulsory specification VC 8048
9	Taillight bulb	NRCS compulsory specification VC 8048

- b) For this purpose, a Letter of authority Certificate (LoA) issued by NRCS must be submitted with the bid at the closing date and time proving that the items complies with the specified compulsory specification.



- c) Failure to submit the LoA will lead to items involved be regarded as non-responsive and therefore disqualified from the process.

5.4.7 **RECOMMENDATION AND AWARD**

- a) The Bid Evaluation Committee will recommend a preferred responsive bidder based on phase 1, phase 2 and phase 3.
- b) The award of the Contract is subject to meeting all the requirements of the tender.



PART 2: ADDITIONAL BID REQUIREMENTS

6. ADHERENCE TO REQUIREMENTS

- 6.1 All bidders must comply with the requirements below as well as submit all required documents referred to. Unless the requirement specifically provides for mandatory compliance, the National Treasury reserves the right to disqualify a bid that does not comply with any of the requirements in terms of this part

7. THIRD PARTY AGREEMENTS AND SUB-CONTRACTOR AGREEMENTS

- 7.1 No agreement between the bidder and any third party will be binding to the State.
- 7.2 In the event that bidder intends using sub-contractors to execute the Contract or part thereof, the bidder must note that it shall remain responsible and accountable for the completion of the work or delivery of services requirements.
- 7.3 The bidder must declare as required in terms of SBD 6.1 its intention to subcontract and the percentage of subcontracting thereof and must provide full description of subcontractor.

8. SUPPLIER DUE DILIGENCE

- 8.1 The State reserves the right to conduct supplier due diligence prior award or at any time during the Contract, period and this may include pre-announced/ non-announced site visits. During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid or nullify contract in whole or parts thereof.

9. COUNTER CONDITIONS

- 9.1 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.

10. FRONTING

- 10.1 The National Treasury 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 National Treasury condemns any form of fronting.
- 10.2 The National Treasury, in ensuring that bidders conduct themselves in an honest manner may, 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.
- 10.3 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.

- 10.4 Failure to do so by the bidder within a period of fourteen (14) days from date of notification will invalidate the bid/Contract and may also result in the restriction of the bidder /service provider from conducting business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies the National Treasury will have against the bidder/ service provider concerned.

11. AWARD CONDITIONS

- 11.1 For the purpose of procuring automotive parts and tools, the State will appoint one or more Contractor to fulfill all the requirements of the contract.
- 11.2 The state reserves the right to award at least one Contractor per province.

12. RIGHT OF AWARD

- 12.1 The state reserves its following rights:-
- 12.1.1 to award the bid in part or in full;
 - 12.1.2 To award per province for all items per bidder.
 - 12.1.3 To award categories of items per bidder per province
 - 12.1.4 To award to more than one contractor per province.
 - 12.1.5 Not to award to more than one contractor per province.
 - 12.1.6 not to make any award in this bid;
 - 12.1.7 request further technical information from any bidder after the closing date;
 - 12.1.8 verify information and documentation of the respective bidder;
 - 12.1.9 to withdraw or amend any of the bid conditions by notice in writing to all bidders prior to closing of the bid; or
 - 12.1.10 in the event that an incorrect award has been made to remedy the matter in any lawful manner it may deem fit.

13. NEGOTIATIONS

- 13.1 The state reserves the right to negotiate with the preferred bidders in line with the legislative



requirements.

14. SUBMISSION OF BIDS

14.1 Hard copy and Submission of Bids

14.1.1 The bidder must submit at least two hard copies of the bid document together with a memory stick on or before the closing date and time to National Treasury: Bid Information Centre. The hard copy of the bid response will serve as the legal bid document.

14.1.2 The bidder must submit at least two hard copies of the bid document of which only the original must include the pricing together with a memory stick on or before the closing date and time to National Treasury: Bid Information Centre.

14.1.3 **The pricing schedule on a memory stick that to be submitted must be in both excel and PDF format.**

14.1.4 A bid should be submitted in a sealed envelope or sealed suitable cover on which the name and address of the bidder, the bid number and the closing date must be clearly visible.

14.1.5 In the event that a hard copy of the bid document is not received on or before the closing date and time, the bid will be invalidated.

14.2 Conflict of interest in submission of bids

14.2.1 To prevent a conflict or potential conflict of interest a bidder can only submit one bid or be part of one bid submission whether it being as the main bidder, a subcontractor or as part of a joint venture.

14.2.2 In the event that a bidder forms part of more than one bid, all bids in which the bidder forms part of will be invalidated.

15. LATE BIDS

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

16. BID COMMUNICATION AND CLARIFICATION

16.1 National Treasury may communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the bid, or to extend the validity period of the bid, if necessary.

16.2 All communication between the bidder and the Contract Management Office must be done in writing.



17. CONTACT DETAILS

17.1 The following is the contact details of the Contract management office: -

Transversal Contracting, OCPO-National Treasury, Private Bag x115, Pretoria, 0001

Physical address: 240 Madiba Street, cnr. Thabo Sehume - and Madiba Streets, Pretoria

Bid Enquiries

Mothushi Moifo

Tel: 012 395 6521 / 012 395 6600

E-mail: mothushi.moifo@treasury.gov.za

Specification / Technical Enquiries

Dibakoane DM - Major General

South African Police Service

Email: DibakoaneD@saps.gov.za

Tel: 012 845 8787



PART 3: END-USER REQUIREMENTS

18. INTRODUCTION TO REQUIREMENTS

18.1 The State requires an all-inclusive supply and delivery of automotive parts and tools for all users to the contract.

19. ORDERS AND DELIVERY

19.1 Ordering requirements

19.1.1 The Written order will be submitted to the contractor per any of the facsimile numbers as contemplated in the contract.

19.1.2 The electronic order will be submitted to the contractor per any of the e-mail numbers as contemplated in the contract.

19.1.3 The SAPS, through a specific SAPS Garage, will submit a written or electronic order to the contractor to provide the SAPS with the required Parts.

19.1.4 The contractor shall immediately upon receipt of the written or electronic order, ensure and verify that such order is duly completed, and that such order reflects at least the following information:

- a) Bulk orders – Detailed description of the item required, item code, quantity and price.
- b) Individual orders – SAPS vehicle number; SAPS vehicle identification number (VIN), detailed description of the item required, item code, quantity and price.

6.5 The contractor must verify the technical aspects and pricing of the written or electronic order in detail and must ensure that all information is correct and that such orders correspond with the contract pricing.

19.2 Delivery requirements

19.2.1 No delivery must take place without the contractor being in possession of a duly completed Written or electronic order.

19.2.2 The contractor must ensure that deliveries are only handed over and accepted by duly authorised personnel.

19.2.3 The contractor must ensure that all delivery notes are duly signed by authorized personnel.

19.2.4 For a delivery note to be regarded as duly signed, the following information must be reflected on the delivery note in neat and legible handwriting:

- a) signature of authorised personnel with full particulars (initials, surname, rank, and PERSAL



number); and

b) Date and time of receipt of the delivery.

19.3 Delivery timelines

19.3.1 An order placed with a contractor **BEFORE** 10:00 AM, must be delivered on the same day by no later than 16:00 PM

19.3.2 An order placed with a contractor **AFTER** 10:00 AM, must be delivered the following day by 13:00 PM

19.3.3 Bulk orders placed must be delivered within seven (7) business days from date of order.

19.3.4 Orders pertaining to tools are must be delivered within seven (7) business days from date of order.

20. INVOICES

20.1 The contractor must verify all information on the invoice and must ensure that all information is correct and corresponds with the information detailed in the written or electronic order before the delivery of the Parts.

20.2 The contractor shall ensure and verify that each invoice reflects at least the following information:

20.2.1 detailed description of the item/s;

20.2.2 item code/s;

20.2.3 quantity;

20.2.4 vehicle SAPS Number (where applicable)

20.2.5 price; and

20.2.6 Order number.

20.3 Invoices must be delivered simultaneously with the delivery of the Parts and must only be handed over to duly authorised personnel of the SAPS.

21. WARRANTY

21.1 The contractor must indicate on each order, invoice warranty, and guarantee applicable on each part / item supplied on the contract.

21.2 The contractor shall notify SAPS of the forfeiting of any possible warrantees or guarantees on parts supplied.



22. POSSIBLE DELIVERY POINTS

22.1 The followed table provides SAPS garages where deliveries may take place

No	GARAGE DESCRIPTION	PHYSICAL ADDRESS	POSTAL ADDRESS
WESTERN CAPE			
1	Maitland Garage (Main)	14 Jan Smuts Drive, Pinelands	P O Box 555 HOWARD PLACE 7450
2	Bellville Aux Garage	Voortrekker Road (at Police Station) Bellville	P O Box 52 BELLVILLE 7535
3	Malmesbury Aux Garage	Piketberg Street, Malmesbury	PO Box 18 MALMESBURY 7300
4	Paarl Aux Garage	17 Zuidmeer Street Paarl	PO Box 240 PAARL 7620
5	Stellenbosch Aux Garage	New Helshoogte Road Stellenbosch	PO Box 55 STELLENBOSCH 7599
6	Vredendal Aux Garage	River Road (at Police Station) Vredendal	Private Bag X4 VREDENDAL 8160
7	Worcester Aux Garage	14 Bird Lane Worcester	Private Bag X3066 WORCESTER 6849
8	Wynberg Aux garage	1 Cavan Road Wynberg 7800	Private Bag X5 WYNBERG 7824
9	Oudtshoorn Garage (Main)	Park Road South Oudtshoorn	Private Bag X671 OUDTSHOORN 6620
10	Beaufort West Aux Garage	39 Bird Street (at Police Station) Beaufort West	Private Bag X552 BEAUFORT WEST 6970
11	George Aux Garage	SAPS Masimanyane complex 11 Plantation Road George	Private Bag X6502 Heatherlands GEORGE 6530
12	Swellendam Aux Garage	2 Rhenius Street (at Police Station) Swellendam	PO Box 22 SWELLENDAM 6740
EASTERN CAPE			



No	GARAGE DESCRIPTION	PHYSICAL ADDRESS	POSTAL ADDRESS
13	East Londen Garage (Main)	3 Cotton Road Gately East Londen 5201	Private Bag X9037 EAST LONDON 5201
14	Aliwal North, Aux Garage	Grey Street Agricultural Building Aliwal North	Private Bag 1014 Drankensberg ALIWAL NORTH 9750
15	Barkley East, Aux Garage	29 Cole Street Barkley East	PO Box 97 BARKLEY EAST 9786
16	Bisho, Aux Garage	R63 Old Military Base Bhisho	Private Bag 0009 BHISHO 5608
17	Mthatha Aux Garage	Vukazana Street Police Camp	PO Box 754 MTHATHA 5100
18	Maluti, Aux Garage	Military Base Maluti	PO Box 3 MALUTI 4740
19	Queenstown, Aux Garage	Military Base Queenstown	Private Bag X7102 QUEENSTOWN 5320
20	Umsobomvu	Msobomvu Police Station Butterworth	PO Box 6026 MSOMBOMVU 4960
21	Port Elizabeth (Humewood) (Main)	Lower Main Road, Southern Port Elizabeth	Private Bag X6068 PORT ELIZABETH 6000
22	AlgoaPark, Aux Garage	Amourplate Road Struandale	P O Box 13434 Struandale PORT ELIZABETH 6000
23	Cradock, Aux Garage	32 Cawood Street Cradock	32 Cawood Street CRADOCK 5880
24	Graaff Reinet, Aux Garage	4 Middle Street Graaff Reinet 6280	Private Bag X01 GRAAFF-REINET 6280
25	Grahamstown, Aux Garage	2 Howse Street Grahamstown 6140	Private Bag X1 GRAHAMSTOWN 6140
26	Jeffrey's Bay, Aux Garage	6 Woltemade Street Jeffreys Bay	PO Box 18 JEFFREY'S BAY 5330



No	GARAGE DESCRIPTION	PHYSICAL ADDRESS	POSTAL ADDRESS
27	Mount Road, Aux Garage	Corner 1 - 9 Lenox & Mount Road Mount Croix Port Elizabeth 6000	Corner 1 - 9 Lenox & Mount Road Mount Croix PORT ELIZABETH 6000
28	Uitenhage Aux Garage	84 / 86 John Street Uitenhage	84/86 John Street UITENHAGE 6230
NORTHERN CAPE			
29	Kimberley Garage (Main)	39 Schmidtsdift Road Riviera Kimberley	P O Box 5039 KIMBERLEY 8301
30	De Aar, Aux Garage	20 Schelner Street De Aar	Private Bag X1003 DE AAR 7000
31	Kuruman, Aux Garage	14 Voortrekker Street Kuruman	P O Box 906 KURUMAN 8460
32	Springbok, Auc Garage	Kwartsiet Street Industrial Area Springbok	Private Bag X5 SPRINGBOK 8240
33	Upington, Aux Garage	114 Schroder Street Upington	Private Bag X5986 UPINGTON 8800
FREE STATE			
34	Bloemfontein (Parkweg) Garage (Main)	12 George Lubbe Street Bloemfontein 9300	Private Bag X20585 BLOEMFONTEIN 9300
35	Bethlehem Aux Garage	4 Romberg Street Bethlehem 9700	Private Bag X53 BETHLEHEM 9702
36	Kroonstad, Aux Garage	c/o Seventh & Eight Street Kroonstad 9500	Private bag X27 KROONSTAD 9500
37	Ladybrand, Aux Garage	46 Prinses Street Ladybrand	PO Box 103 LADYBRAND 9745
38	Mafube , Aux Garage	1 Plane Street Frankfort 9830	PO Box 39 FRANKFORT 9830
39	Phillipolis, Aux Garage	Tobie Muller Street Phillipolis 9970	PO Box 30 PHILLIPOLIS 9970



No	GARAGE DESCRIPTION	PHYSICAL ADDRESS	POSTAL ADDRESS
40	Phuthaditjaba, Aux Garage	Old Logistics Building Mandela Park Phuthaditjaba	Private Bag X18 PHUTHADITJABA 9866
41	Sasolburg, Aux Garage	Fichard Street Sasolburg 9700	P O Box 51 SASOLBURG 0157
42	ThaBanchu, Aux Garage	OLD MILITARY BASE SELOSESHA Thaba Nchu	Private Bag X15 THABA NCHU 9780
43	Welkom Garage (Main)	88 Jan Hoffmeyer Street Welkom 9460	Private Bag 22 WELKOM 9459
LIMPOPO			
44	Polokwane Garage (Main)	c/o 22nd and 8th Avenue Industria Polokwane	Private Bag X2498 POLOKWANE 0700
45	Modimolle Aux Garage	Allooy Street Industria MODIMOLLE	Private Bag X1022 MODIMOLLE 0510
46	Lebowakgomo, Aux Garage	Industrial Area (no street name)	Private Bag X26 CHUENESPOORT 0737
47	Makhado, Aux Garage	5 Van Den Berg Street Industria Makhado	Private Bag X12 MAKHADO 0920
48	Musina, Aux garage	Former SANDF garage N1 Musina	Private Bag X628 Sibasa MUSINA 0970
49	Thohoyandou, Aux Garage	Sibasa Area Commissioners Office, Mbilwi Street Thohoyandou	Private Bag X2326 SIBASA 0970
50	Tzaneen Aux Garage	1 Antimoni Street New Industria Tzaneen	Private Bag X4021 TZANEEN 0850
MPUMALANGA			
51	Nelspruit Garage (Main)	44 Andrew Street Nelspruit	Private Bag X11251 NELSPRUIT 1200
52	Ermelo, Aux Garage	12 Murray Street Ermelo	P O Box 67 ERMELO 2350
53	Middelburg Garage (Main)	9 Mandela Drive Middelburg	Private Bag X1813 MIDDELBURG 1050



No	GARAGE DESCRIPTION	PHYSICAL ADDRESS	POSTAL ADDRESS
54	Kwamhlanga Aux Garage	Works Department Building Moloto / Marble Hall Rd Kwamhlanga	Private Bag X4001 KWAMHLANGA 1022
55	Standerton, Aux Garage	59 Charl Cilliers Standerton 2430	Private Bag X2006 STANDERTON 2430
NORTH WEST			
56	Potchefstroom Garage (Main)	33 Ross Street Potch Industrial Potchefstroom 2520	P O Box 801 POTCHEFSTROOM 2550
57	Klerksdorp, Aux Garage	8B Fabriek Street Klerksdorp 2571	Private Bag A12 KLERKSDORP 2570
58	Lichtenburg, Aux Garage	20 Lang Street Lichtenburg	Private Bag X12022 LICHTENBURG 2740
59	Mmabatho, Aux Garage	Devondale Road Rooigrond	Private Bag X 2019 MAFIKENG 2745
60	Pudimoe, Aux Garage	Kabelo Molaolwa Street Pudimoe 8581	Private Bag X 17 PUDIMOE 8581
61	Vryburg, Aux Garage	18 Oos Street Vryburg	Private Bag X11 VRYBURG 8600
62	Rustenburg Garage	2 Wulfse Street Rustenburg	Private Bag X82301 RUSTENBURG 0300
63	Brits, Aux Garage	3 Court Street Brits	P O Box 84 BRITS 0250
64	Lehurutshe, Aux Garage	LM Mangope Highway Road Lerato 2880	Private Bag X 2001 LERATO 2880
GAUTENG			
65	Benoni Garage (Main)	Corner Hospital & Great North Benoni	Private Bag X003 BENONI 1500
66	Germiston Aux Garage	Corner 10 Long Street & Spilsbury Street Germiston	P.O. Box X 1401 GERMISTON 1400



No	GARAGE DESCRIPTION	PHYSICAL ADDRESS	POSTAL ADDRESS
67	Katlehong, Aux Garage	814 Mosoeu Street Ramokonopi West Katlehong	814 Mosoeu street Ramokonopi West Katlehong 1430
68	Springs Aux Garage	5 Welgedachth Street Springs	Private Bag X16 SPRINGS 1560
69	Diepkloof Garage (Main)	1 Colinder Road Diepkloof	Private Bag BERTSHAM 2013
70	Brixton, Aux Garage	1 Caroline Street Brixton	Private Bag X03 BRIXTON 2019
71	Norwood, Aux Garage	12 Patterson Road Norwood	12 Paterson Road NORWOOD 2192
72	Protea Glen Aux Garage	No. 1 Ndaba Drive Protea North	Private Bag X051 JOHANNESBURG 2000
73	Randburg, Aux Garage	20 Sheperd Street Randburg	Private Bag X3016 RANDBURG 2125
74	Roodepoort, Aux Garage	4 Raath Street Horizon Roodepoort	Private Bag X4 ROODEPOORT 1725
75	Vereeniging, Aux Garage	18 Kariba Street Powerville Vereeniging	Private Bag X02 VEREENIGING 1930
76	Pretoria (Silverton) Garage (Main)	c/o Young & Moreleta Street Silverton	Private Bag X254 PRETORIA 0001
77	Ga-Rankuwa, Aux Garage	6543 Kgotlega Street Garankuwa	Private Bag X1089 GARANKUWA 0208
78	Pretoria North, Aux Garage	325 Ben Viljoen Street Pretoria North	Private Bag X3 PRETORIA NORTH 0162
79	Silverton, Aux garage (Closed)	Young Street (on premises of Flying Squad) Silverton	Private Bag X254 PRETORIA 0001
80	Temba, Aux Garage	No. 1 Soutpan Road Hammanskraal	Private Bag X1006 TEMBA 0407

KWAZULU NATAL



No	GARAGE DESCRIPTION	PHYSICAL ADDRESS	POSTAL ADDRESS
81	Jacobs (Wentworth) Garage (Main)	256 Balfour Rd Jacobs	PO Box 12319 JACOBS 4026
82	Durban Central, Aux Garage	282 Stalward Simelane Street Durban	PO Box 391 DURBAN 4001
83	Eshowe, Aux Garage	73 Main Street Eshowe	Private Bag 505 ESHOWE 3815
84	Jozini Aux Garage	On the road from Jozini to Mbaswane (R449)	P O Box 21 JOZINI 3969
85	Mariannhill Aux Garage (POPS DBN)	85 Richmond Drive Marianhill	Private Bag X9003 PINETOWN 3600
86	Port Shepstone, Aux Garage	Lot 1581 Izotsha	PO Box 2508 PORT SHEPSTONE 4240
87	Richardsbay, Aux Garage	124 Alimni Allee Alton	Private Bag X1014 RICHARDS BAY 3900
88	Verulam, Aux Garage	20 Galland Street Verulam	PO Box 16 VERULAM 4340
89	Pietermaritzburg Garage (Main)	1 Justitia Road Oribi Pietermaritzburg	Private Bag X9109 PIETERMARITZBURG 3201
90	Dundee, Aux Garage	7 & 9 Dias Road Dundee	Private Bag X2013 DUNDEE 3000
91	Greytown, Aux Garage	99 Pine Street Greytown	Private Bag X5565 GREYTOWN 3250
92	Kokstad, Aux Garage	1 Stragen Street Top Camp Kokstad	Private Bag X525 KOKSTAD 4700
93	Ladysmith, Aux Garage	R103 Road Next to RTI	PO Box 122 LADYSMITH 3370
94	NewCastle, Aux Garage	14 MacAdam Street Riverside Industrial Newcastle	Private Bag X6619 NEWCASTLE 2940
95	Ulundi, Aux Garage	B109 King Mpande Street Ulundi	Private Bag X14 ULUNDI 3838



No	GARAGE DESCRIPTION	PHYSICAL ADDRESS	POSTAL ADDRESS
96	Vryheid, Aux Garage	300 Heeren Street Vryheid	Private Bag X93605 VRYHEID 3100

SECTION B: CONDITIONS OF CONTRACT

23. CONCLUSION OF CONTRACT AND SLA

- 23.1 The contract between National Treasury and the preferred bidder (contractor) collectively referred to, as the Parties shall come into effect after the contractor has been issued with an unconditional letter of acceptance to their bid.
- 23.2 The contractor shall be the bidder appointed in terms of this bid. The parties must ensure that the terms and conditions of the SLA do not contradict the provisions of this bid document.
- 23.3 In the event that the terms of the SLA contradict the provisions of this bid document to the extent that the duration, pricing as well as services have changed in terms of this contract, such SLA shall be deemed not to be in terms of this RT45-2021 contract. Therefore, any transaction that flows therefrom shall not be considered a transaction in terms of this RT45-2021.
- 23.4 The following will form part of the contract documents between the parties in as far as this RT45-2021 is concerned: -
- 23.4.1 Bid Documents;
- 23.4.2 Letter of appointment;
- 23.4.3 Award Documents (Covering Letter, Contract Circular, Special Conditions of Contract and General Conditions of Contract);
- 23.4.4 SLA;
- 23.5 For purposes of Section B, the term “contractor” shall refer to the preferred bidder appointed in term of this RT45-2021.

24. BRAND AND PARTS CHANGES

- 24.1 The Contractor shall inform the National Treasury and SAPS garages of changes of parts and introduction of new parts as well as provide relevant procedures to follow when using the changed parts or new parts.
- 24.2 Parts superseding each other must be reported to the relevant garage.
- 24.3 Should a contractor require to change any brand offered on the contract, such brand changes must be approved by the National Treasury prior to the start delivery of such parts.



25. REDUNDANT PARTS

- 25.1 Concerning redundant parts, the state reserves the right to return redundant parts.
- 25.2 The contractor is liable to take back redundant parts for exchange for other parts for a refund or discounted refund during the tenure of the contract and up to up to six month after the expiry of the contract.

26. SECURITY AND CONFIDENTIALITY OF DATA

- 26.1 The contractor must protect the database and/or all information relating to the execution of this contract.
- 26.2 The contractor shall have in place, and shall maintain, suitable back-up procedures and disaster plans to protect the data relating to this contract. The contractor shall make a back-up copy of all electronic data on a daily basis. Any costs associated with the recapture and processing of data for whatever reason shall be borne by the contractor.
- 26.3 The contractor undertakes to disclose information relating to this contract only to the National Treasury and SAPS, both during the agreement period and thereafter. Information may only be disclosed to other parties with the prior written approval from the National Treasury.

27. OWNERSHIP OF DATA

- 27.1 All documents produced by the contractor , including its employees and agents, in the execution of this contract, shall be and remain the sole property of the state and any and all copyrights and ownership of all documents and data shall vest with the state.

28. INSURANCE AND INDEMNITY

- 28.1 The contractor is responsible for the safekeeping of the parts and bears the risk of loss of the parts up until delivery is confirmed.
- 28.2 After delivery, the state will indemnify itself of any loss.

29. PARTICIPATING GOVERNMENT DEPARTMENTS / INSTITUTIONS

- 29.1 The following organs of state will be participants to the contract:

29.1.1 South African Police Service.

30. COMMUNICATION

- 30.1 For matters relating to the administration of this contract, the contractor shall communicate with the Section Head: Division SAPS SCM procurement and Contract Management.

Fax to email: 086 642 4728



Email: malekaT@saps.gov.za

- 30.2 For operational queries, the contractor shall communicate with the respective SAPS Garages, if necessary.

31. INSPECTION AND AUDIT

- 31.1 The state reserves the right to inspect and audit any document pertaining to this SLA. This may also include queries and complaints. The contractor shall provide any assistance that may be required in this regard, free of charge. The cost of inspections and audits shall be borne by the SAPS.
- 31.2 The state reserves the right to conduct performance and financial audits on the status of the contract, and the contractor shall provide any assistance that may be required in this regard, free of charge.
- 31.3 Should any audit or inspection reveal that the contractor has not complied with any of the terms of this contract.

32. POST AWARD PARTICIPATION

- 32.1 The state reserves the right to allow any state Institution to participate in this Contract post award.
- 32.2 The state will communicate with the contractor(s) for the facilitation of the participations. Where is it impractical for the contractor(s) to service the new participant, the contractor(s) must communicate such challenges to the state in writing.

33. CONTRACT PRICE ADJUSTMENTS-

33.1 Formula

- 33.1.1 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..
- 33.1.2 Applications for price adjustments must be accompanied by documentary evidence in support of any adjustment claim.
- 33.1.3 The following price adjustment formula will be applicable for calculating Contract price adjustments (CPA).

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

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.

Table 4

33.2 Formula component definitions

33.2.1 Adjustable amount

- a) The adjustable amount is the portion of the bid price, which is subject to adjustment. In this contract, 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.

33.2.2 Fixed portion

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

33.2.3 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 that are inclined to change. The proportions are the contribution to the contract price of each of these cost components. In this bid, the cost components in the table below 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 (refer to cost components returnable document). Bidders will not be allowed to change the cost breakdown of bid prices during the tenure of the contract.
- c) Successful bidders that are direct importers of raw material / finished product can apply for RoE adjustment under cost element D1. If the successful bidder is not a direct importer of raw material / finished product, cost component D1 would not be applicable and only local cost components (D2 - Dn) would be applicable.

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

Table 5

33.2.4 Applicable indices / references

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

Cost component	Index Publication	Index Reference
D1- Imported Raw Material / Finished product (if applicable)	Supplier / Manufacturer invoice(s) and remittance advice. ¹	Table E financial services

¹ 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.



Cost component	Index Publication	Index Reference
D2 - Local Raw Material / Finished product (if applicable)	STATS SA P0142.1- Producer Price Index OR Supplier / Manufacturer ² invoice(s)	Table 1(Parts for transport equipment)
D3 - Labour	STATS SA P0141 (CPI) OR Labour agreement ³	Table E - All Items or OR Labour agreement to be provided
D4 - Transport	STATS SA P0141 (CPI)	Table E - Transport – Other Running Cost
D5 – Other	Specify	Documentary evidence to accompany claim

Table 6

33.2.5 Base Index Date

- a) The base index date applicable to the formula is defined as the advertisement of the bid. In this bid the base index date is **MAY 2021**

33.2.6 End Index Date

- a) 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).

33.2.7 Price Adjustment Periods

- a) Adjustment to contract prices will be applied for on a six month basis at the following dates:⁴

² Same as footnote 1

³ In the absence of a labour agreement, the labour cost component will be adjusted with CPI Headline inflation.

⁴ The state reserves the right to adjust the price adjustment periods based on when the contract has started.



Adjustment	CPA application to reach the office at the following dates	End Index Date	Dates from which adjusted prices will become effective	Dates until which adjusted prices will be effective
1	1 December 2021	October 2021	1 February 2022	31 July 2022
2	01 July 2022	May 2022	1 August 2022	31 January 2023
3	01 December 2022	October 2022	1 February 2023	31 July 2023
4	03 July 2023	May 2023	1 August 2023	31 January 2024
5	01 December 2023	October 2023	1 February 2024	31 July 2024
6	01 July 2024	May 2024	1 August 2024	30 September 2024

Table 7

33.3 Rates of Exchange (RoE) – Base and Average rates

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

- a) 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 (refer paragraph 33.3.1{d}) and the average RoE rate over the period under review indicated in paragraph refer paragraph 33.3.1{f}) below.
- b) 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 (refer paragraph 33.3.1{d}) for the earlier invoice and the average RoE rate for the period under review as indicated in refer paragraph 33.3.1{f}) below for the later invoice.
- c) The imported cost component (D1) will be adjusted together with all the other cost components indicated in paragraph 33.2.3 and 33.2.4 above and at the predetermined dates indicated in paragraph 33.2.7 above.
- d) Rate(s) of exchange to be used in this bid in the conversion of the bid price of the item(s) to South African currency is indicated in the table below:



Currency	Rates of exchange Six (6) month average for the period 01 November 2020 to 30 April 2021
US Dollar	R 14.95
Pound Sterling	R 20.40
Euro	R 17.99
Yen	1/7.08= R 0.14

- e) Should the bidder make use of any other currency not mentioned above, the bidder is requested to calculate the average for the period 01 November 2020 to 30 April 2021 using the Reserve Bank published rates for the specific currency. Visit www.reservebank.co.za to obtain the relevant rates. The following link may be used for this purpose: <https://www.resbank.co.za/en/home/what-we-do/statistics/key-statistics/selected-historical-rates>
- f) 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
1 st Adjustment	1 May 2021 to 31 October 2021
2 nd Adjustment	1 December 2021 to 31 May 2022
3 rd Adjustment	1 May 2022 to 31 October 2022
4 th Adjustment	1 December 2022 to 31 May 2023
5 th Adjustment	1 May 2023 to 31 October 2023
6 th Adjustment	1 December 2023 to 31 May 2024

33.4 General

- 33.4.1 Unless prior approval has been obtained from Contract Management, no adjustment in contract prices will be made.
- 33.4.2 Applications for price adjustment must be accompanied by documentary evidence in support of any adjustment.
- 33.4.3 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.
- 33.4.4 In the event where the supplier's CPA application, based on the above formula and parameters, differs from National Treasury's verification, National Treasury will consult with the supplier to resolve the differences.
- 33.4.5 An electronic price adjustment calculator will be available on request from the National Treasury.



34. DELAYS AND/OR UNSATISFACTORY PERFORMANCE

- 34.1 The contractor shall, at all times, ensure that it renders the services in accordance with the provisions of this contract and within the delivery times or periods as agreed to between the parties.
- 34.2 In a case where a contractor is unable to deliver or honour the contract, the provisions of paragraph 21.2 of the General Conditions of contract must be followed.

35. CONTRACT MANAGEMENT: ROLES AND RESPONSIBILITIES

35.1 Contract Administration

- 35.1.1 The administration and facilitation of the contract will be the responsibility of National Treasury within the Chief Directorate: Transversal Contracting. All correspondence in this regard must be directed to the following address:

The Chief Directorate: Transversal Contracting
National Treasury
Private Bag X115
Pretoria
0001

35.2 Supplier Performance Management

- 35.2.1 Supplier performance management will be the responsibility of the participating organ of state. Where supplier performance disputes cannot be resolved between the contractor and the relevant participating organ of state, the National Treasury: Transversal Contracting must be informed for corrective action.

36. INSPECTION AND AUDIT

- 36.1 The state reserves the right to inspect and audit any document pertaining to this contract within five years of the date of expiry of the contract. This may also include queries and complaints. The contractor shall provide any assistance free of charge that may be required in this regard.
- 36.2 The cost of inspections and audits shall be borne by the contractor where the state can provide reasonable grounds to prove inaccuracy of information provided by the contractor or deliberate misrepresentation by the contractor.
- 36.3 The state reserves the rights to conduct audits on the status of the contract and the contractor shall provide any assistance free of charge that may be required in this regard.
- 36.4 Should any audit or inspection reveal that the contractor has not complied with any of the terms



of this contract, the contractor shall be charged for the cost of the audit or inspection as well as the cost of any losses incurred by the state associated with such non-compliance

37. SECURITY AND CONFIDENTIALITY OF DATA

37.1 The contractor undertakes to disclose information related to or generated through this contract only to the parties stipulated in the contract, both during the contract period and subsequent. Information may only be disclosed to outside sources with the prior, written approval from the National Treasury where applicable.

38. RISK MANAGEMENT

38.1 The contractor's systems and procedures shall incorporate both preventative and detective safeguards capable of preventing and detecting fraudulent transactions.

38.2 The contractor shall report in writing to the state any suspected irregularities involving an official, or any other person immediately upon the suspicion arising.

38.3 In terms of the operations of this contract, the contractor shall:

38.3.1 Take adequate steps (including rotation of staff where practical) to minimize the risk of collusion among its staff and/ or government officials.

38.3.2 Assist the state in investigating such irregularities by providing any information and/ or evidence that it may have. The information provided shall be sufficient to enable the state to institute investigations and / or take corrective action or institute disciplinary action against employees in the employment of the state.

38.3.3 Avail any of its staff at no additional cost to the state to assist in any investigations, disciplinary or criminal actions.

38.4 The contractor shall be liable for all costs or damages incurred by the state where:

38.4.1 Costs or damages are a result of irregularities involving the staff of the contractor.

38.4.2 Where preventative and detective safeguards failed.

39. CUSTOMER SUPPORT SERVICES

39.1 A dedicated call facility must be operated by the contractor at no additional cost to the state for the logging, answering and resolution of queries.

39.2 The Call facility needs to fulfil the following requirements:

39.2.1 operated on business days and during business hours (no cellular telephones allowed);



- 39.2.2 all calls between the state and the contractor will need to be recorded for quality and training purposes and the state should have access to such recordings within 48 (forty-eight) hours of an incident occurring;
- 39.2.3 The contractor shall ensure that 90% of all calls be attended to within one (1) minute in person. An automated telephone answering service does not constitute a call being “attended to”;
- 39.2.4 Call facility operators must be conversant in at least English and in at least one of the other official languages;
- 39.2.5 The Contractor shall be capable of generating meaningful electronic call facility reports for feedback to the state. This will include, but are not limited to average call waiting time, call duration, calls dropped etc. This information will need to be available per participating end-user where possible and shall be provided to the state within 7 (seven) days from the request.
- 39.3 In the event a specific SAPS Garage requires any technical assistance, a query will be logged at the contractor or at the specific branch of the contractor nearest to that end-user institution.
- 39.4 The Contractor must ensure that the branch concerned renders the necessary technical assistance to the specific end-user institution immediately and that the query is resolved to the satisfaction of the end-user institution. The Contractor is and will remain responsible for the resolution of all queries.
- 39.5 **Product support**
- 39.5.1 In a case where the state requires product support regarding the operations of parts or tools, that support must be provide to the state at no additional cost.
- 39.5.2 In a case where the contractor is not the manufacture of the product, the contractor will be expected to have arrangements with the manufacture to provide product support to the state.
- 39.5.3 Such product support may be but not limited to the following:
- a) Broachers
 - b) Presentations
 - c) Information sessions
 - d) Invitation to product launches.

40. POST AWARD REPORTING

- 40.1 The contractor shall ensure that they submits all reports every six months through e-mail to:



Transversal Contracting, OCPO National Treasury: mothushi.moifo@treasury.gov.za

- 40.2 For this purpose, electronic templates as well as reporting schedules will be supplied to contractor by the State.
- 40.3 The report must include the following:
- 40.3.1 Orders placed per province per end-user institution
 - 40.3.2 Orders invoiced per province per end-user institution
 - 40.3.3 Outstanding invoices per province per end-user institution.
 - 40.3.4 Defective parts reported per province per end-user institution.
 - 40.3.5 Garage consumption stock profile to indicate highly stocked items in a specific end-user institution
 - 40.3.6 The state reserves the right to request a report of any form within the ambits of the contract.

41. ADVERTISING

- 41.1 No advertising whatsoever by the contractor shall be allowed, including but not limited to the erection of billboards, distribution of flyers, issuing of corporate gifts to any state officials or anyone contracted by the state, etc.
- 41.2 Any contravention of this provision shall be regarded as a material breach of the contract which may constitute grounds for immediate cancellation of the contract by the state.

42. DISPUTE RESOLUTION

- 42.1 In the event of any dispute arising from this contract, the Parties shall make every effort to settle such dispute amicably within a period of 7 (seven) days.
- 42.2 If the Parties (the contractor and end-user institution) are not capable of settling the dispute amicably, within a period of 7 (seven) days, such dispute shall be elevated to the National Treasury.
- 42.3 Should the dispute still remain unresolved by the National Treasury, the dispute will be adjudicated by the competent Court with jurisdiction to hear the matter.

43. WAIVERS

- 43.1 No latitude or extension of time which the state may allow for the performance of any obligation due by the contractor in terms hereof shall in any circumstances be deemed a waiver of the state's rights to require strict and punctual compliance with each and every obligation of the



contractor in terms hereof, or to cancel this contract at any time after the contractor has committed a breach which justifies cancellation.

44. CESSION

44.1 Neither party shall be entitled to cede or assign any rights and/or obligations which it may have in terms of this contract to any third party, unless the prior written consent of the other party has been obtained, which consent may not be unreasonably withheld.

45. TERMINATION

45.1 The state shall be entitled to terminate this agreement or any category if one or more of the following occur:

45.1.1 the contractor is provisionally or finally liquidated, making it impossible for the contractor to perform its functions in terms of this contract;

45.1.2 the Contractor enters into settlement arrangements with their creditors;

45.1.3 the contractor commits an act of insolvency;

45.1.4 in the event that the contractor is a member of an unincorporated joint venture or consortium and the membership of such joint venture or consortium changes;

45.2 The state reserves its right to terminate the contract in the event that there is a change in ownership of the contractor that has the effect that the over 50% ownership of the Contractor belongs to the new owner without prior written approval of the state.

45.3 Either party may terminate this contract for breach in the event that the other party fails to comply with any of its obligations in terms of this contract, and having failed to remedy such breach within 14 (fourteen) calendar day's written notice to remedy such non-compliance.

45.4 Notwithstanding the provisions above, either party may terminate this contract by giving the other party a 30 (thirty) days written notice to that effect.

46. COPYRIGHT AND OWNERSHIP OF DOCUMENTS AND DATA

46.1 All documents and information produced by the contractor, including its employees and agents, in the fulfilment of the terms of this contract shall be and remain the sole property of the State. Any and all copyrights and ownership of documents shall vest with the State.

46.2 The contractor, including its employees and agents, shall, on oral or written request from the state, submit any documentation and materials to the State within 24 hours of such request.

46.3 The State is, and remains, the sole owner of all data generated by the execution of this contract.



The contractor shall provide the data to the State or a third party only upon written request in paper and/or electronic format, upon approval from the National Treasury.

- 46.4 All data generated through the execution of the contract remains the property of the State. The contractor shall endeavor to make all data available to the state upon conclusion of the contract. Such data should be made available in the prescribed format and if requested to do so, transfer all data to an independent or any other third party as nominated by the State.

47. INTERPRETATION

- 47.1 The law that applies in the Republic of South Africa shall determine the interpretation of this contract.
- 47.2 The Parties agree that, except to the extent expressly provided otherwise in this contract, all the terms and definitions of the Bid are incorporated by reference into this contract.
- 47.3 In the event of any inconsistent or contradictory terms between the Bid and the SLA, the provisions of the Bid shall prevail.
- 47.4 In this SLA, unless the context indicates otherwise –
- 47.4.1 The singular shall include the plural and *vice versa*;
- 47.4.2 An expression which denotes any gender includes the other genders;
- 47.4.3 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 47.4.4 When any number of days is prescribed in this contract, the number of days shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;
- 47.4.5 Any reference to “days” shall be construed as being a reference to calendar “days”, unless qualified by the words “business”, in which instance a “business day” shall be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;
- 47.4.6 Any reference to “business hours” shall be construed as being a reference to the hours between 08:00 (eight hours) and 16:00 (sixteen hours) on any “business day”.



- 47.5 The rule of construction that the contract shall be interpreted against the party responsible for the drafting or preparation of the agreement, shall not apply.
- 47.6 If any clause or term of the SLA should be invalid, unenforceable or illegal, then the remaining terms and provisions of the SLA shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity, unenforceability or illegality goes to the root of the SLA.
- 47.7 Both parties shall pay their own costs relating to the preparation and settlement of the contract.

END