



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/39TP (25):

Address: 117 Cresswell Street, Weavind Park, Pretoria.

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16. SECTION B

16.1 CONTRACT PERIOD

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

16.2 RIGHT OF AWARD

The South African Police Service reserves its following rights:-

- To award the bid in part or in full,
- Not to make any award in this bid,
- Award the bid to more than one bidder for the same line item,
- Clarify further technical information from any bidder after the closing date,
- Verify information and documentation of the respective bidder,
- Not to accept any of the bids submitted,
- To withdraw or amend any of the bid conditions by notice in writing to all bidders prior to closing of the bid and post award
- To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the bid
- In the event that an incorrect award has been made to remedy the matter in any manner it may deem fit.
- To award a bid based on which bidder is offering the best value for money, even if such bid is not the lowest price.
- 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.
- The SAPS reserves the right to split the bid awarding for the items specified in this document. Groups will not be split. All items are seen in isolation, except the following items that have been clustered together into groups. If a bidder is interested in an item, the bidder must supply bids for all items in that specific groups.

16.3 MULTIPLE AWARD

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

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

- a) Capacity to meet volume demand as per bid requirements



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/39TP (25):

- 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

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

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

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

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

16.4 Ordering Procedure for General Purpose dogs

- 16.4.1 Prior to placing a formal order with a service provider, the participating department/institution will submit a pre-order letter to the first ranked service provider stipulating the details of the intended order. The service provider will be allowed a maximum of three (03) working days to formally respond to the pre-order letter, indicating how the requirements of the order will be fulfilled. The service provider must indicate whether the order will be fulfilled in full, partially fulfilled or completely declined.



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/39TP (25):

- 16.4.2** In the event that the participating /institution do not receive the written response on the pre-order letter within three (3) working days, the purchaser will be will be allowed to engage with the next highest ranked service provider.
- 16.4.3** Should the service provider respond with a partial acceptance or decline the request, the next highest ranked service provider on the list of suppliers must be contacted to supply the balance or full requirement.
- 16.4.4** The participating/institution may not enter into discussion to purchase dogs from the 2nd service provider without confirmation and agreement from the original service provider to do so. Similarly, the participating department /institution may not enter into discussion to purchase dogs from the ranked service provider without confirmation and agreement from the aforementioned service provider to do so, and so forth.
- 16.4.5** The purchasing institution must place the formal order within five (5) working days from receiving the written response from the service providers(s).

16.5 NEGOTIATIONS

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

16.6 QUALITY

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

16.7 DELIVERY AND QUANTITIES

16.7.1 DELIVERY BASIS

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

16.7.2 QUANTITIES

Quantities cannot be guaranteed.

24/39TP(25)



17. SECTION C

17.1 ROLES AND RESPONSIBILITIES

17.1.1 CONTRACT ADMINISTRATION

The administration and facilitation of the contract will be the responsibility of SAPS Contract Management and all correspondence in this regard must be directed to the following address:
The Head: Procurement and Contract Management Supply Chain Management
Private bag x 254, Pretoria, 0001,
Contractors must advise the SAPS Contract Management immediately when unforeseeable circumstances will adversely affect the execution of the contract.
Full particulars of such circumstances as well as the period of delay must be furnished to the Section Head Bid Management: Supply Chain Management: SAPS – email: JohnR@saps.gov.za

17.1.2 SUPPLIER PERFORMANCE MANAGEMENT

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

17.2 ORDERS AND DELIVERY

17.2.1 ORDERS

Contractors should note that the order(s) will be placed as and when required during the contract period and delivery points will be specified by the South African Police Service.
The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to and under no circumstances should the contractor deviate from the orders issued.
The South African Police Service may request that a contractor to submit a sample for approval before mass production related to that order is finalised. The cost of this sample is for the contractor.
The South African Police Service is under no obligation to accept any quantity which is in excess of the ordered quantity.

17.2.2 DELIVERY

Delivery of goods must be made in accordance with the instructions appearing on the official order forms issued by purchasing institutions.
All deliveries or dispatches must be accompanied by a delivery note stating the official order number against which the delivery has been affected.

25/39TP(25)



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/39TP (25):

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

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

17.3 PRODUCT ADHERANCE / BRAND CHANGE

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

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

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

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

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

17.4 CONTRACT PRICE ADJUSTMENT

17.4.1 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).

$$P_a = (1-V) P_t \left(D_1 \frac{R_{1t}}{R_{1o}} + D_2 \frac{R_{2t}}{R_{2o}} + D_3 \frac{R_{3t}}{R_{3o}} + D_n \frac{R_{nt}}{R_{no}} + VP_1 \right)$$



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/39TP (25):

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

17.5 FORMULA COMPONENT DEFINITIONS

17.5.1 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.

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

17.5.3 Cost components and proportions



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/39TP (25):

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

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

17.5.4 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:

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.



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/39TP (25):

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

17.5.5 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

17.5.6 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).

17.5.7 Price Adjustment Periods

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

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



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/39TP (25):

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

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

17.6 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.

Currency	Rates of Exchange 12 –month average for the contract period
US Dollar	16,83
Pound Sterling	22,38
Euro	19,52
Yuan	2.44

18. GENERAL

Unless prior approval has been obtained from SAPS Contract Management, no adjustment in contract prices will be made.

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

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

30/39TP(25)



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/39TP (25):

with the supplier to resolve the differences. The South African Police Service reserves the right to negotiate amended contract prices at any stage prior to the final notification to end users.

19. BREACH OF CONTRACT

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

20. PACKAGING

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

NAME OF BIDDER:

NAME OF CONTACT PERSON:

CAPACITY:

SIGNATURE: DATE:

31/39 TP(25)

**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

Name of bidder.....	Bid number 19/1/9/1/39TP (25)
Closing Time 11:00	Closing date:2026-08-03

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

Item Nr	ICN NUMBER	DESCRIPTION	Quantity	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
LOCAL MARKET				
1	8820180039527	DOG; Belgium Shepherd	1	
2	8820180039517	DOG; Border Collie	1	
3	8820180039513	German Shepherd	1	
4	8820T01000003	DOG; Rottweiler	1	
5	8820T05041617	DOG; Australian Shepherd	1	
6	8820T05012420	DOG; Jack Russel	1	
7	8820180039524	DOG; Labrador	1	
8	8820T05048503	DOG; Dutch Shepherd	1	
9	8820180039520	DOG; Dobermann X Bloodhound	1	
10	8820180039521	Bloodhound	1	
INTERNATIONAL MARKET				
11	8820180039527	DOG; Belgium Shepherd	1	
12	8820180039517	DOG; Border Collie	1	
13	8820180039513	German Shepherd	1	
14	8820T01000003	DOG; Rottweiler	1	
15	8820T05041617	DOG; Australian Shepherd	1	
16	8820T05012420	DOG; Jack Russel	1	
17	8820180039524	DOG; Labrador	1	
18	8820T05048503	DOG; Dutch Shepherd	1	
19	8820180039520	DOG; Dobermann X Bloodhound	1	
20	8820180039521	Bloodhound	1	

32/39 TP(25)

Required by: (SAPS)

- At: (SAPS) DOG SCHOOL ROODEPLAAT

City/town of origin **Local Market**

Country of origin **International Market**

- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s)

- Period required for delivery:

National

International

*Delivery: Firm/not firm

- Delivery basis

Note: Prices to be provided for a single dog as quantities cannot be specified or guaranteed and will depend on the actual requirements of the South-African Police Service

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

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.

34/39 TP (25)
[Signature]

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

35 / 39 TP (25)

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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

36 / 39 TP (25)

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender)

a) The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

b) The applicable preference point system for this tender is the **80/20** preference points system.

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	80
SPECIFIC GOALS	20
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.

37/39 TP(25) Page 1 of 4

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- 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 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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:

38/39 TP(25)

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- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Persons historically disadvantaged on the basis of race with at least 51% ownership	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	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company

39/39TP (25)

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- 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:

.....

.....

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40/37TP(25)

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AUTHORIZATION DECLARATION

NAME OF THE BIDDER: _____

BID NUMBER: _____

DESCRIPTION: _____

CLOSING DATE: _____

Are you sourcing the goods or services from a third party?

YES	NO
-----	----

** If you have answered YES to the above question, please provide full details in the table below of the third party(ies) from whom you are sourcing the goods or services.*

1. Declaration by the bidder where the bidder is sourcing goods or services from a third party.

The bidder hereby declares the following:-

- 1.1 The bidder is sourcing the goods or services listed in the Form 1 attached, from a third party in order to comply with the terms and conditions of the bid.
- 1.2 The bidder has informed the third party of the terms and conditions of the bid and the third party is acquainted with the said terms and the description of the goods or services listed in the Form 1.
- 1.3 The bidder has received the attached, unconditional written undertaking from the third party to supply the goods or services listed in the form 1 in accordance with the terms and conditions of the bid document for the duration of the contract. A template has been attached (Form 2) that is to be used for the purpose of the third party undertaking.
- 1.4 The bidder confirms that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party.

2. The bidder declares that the information contained herein is true and correct.

3. The bidder acknowledges that the SAPS reserves the right to verify the information contained therein and if found to be false or incorrect may invoke any remedies available to it in the bid documents.

SIGNATURE BY THE BIDDER

Signed at _____ on the _____ day of _____ 20____

Signature _____ Full name _____

Designation _____

41/39 TP(25)

[Handwritten signature]
Rik