

21.	7240T05014950	CONTAINER, TISSUE, MEDICAL WASTE, 25L	1		
22.	7240T05014951	BIN, LIDDED, MEDICAL WASTE, 60L	1		
<b>DESTRUCTION PER KILOGRAM</b>					
23.	1365T05053121	CHLORINATED ORGANIC WASTE AND CARCINOGENIC MATERIALS (CHLOROFORM, DICHLOROMETHANE, BENZINE, ACETONITRILE)	PER KG		
24.	1365T05053122	NON CHLORINATED WASTE (ETHANOL, METHANOL, ACETONE, HEXANE, ISOPROPANOL, ETHYL ACETATE, PARAFFIN)	PER KG		
25.	1365T05053123	NON ANATOMICAL BIOLOGICAL HAZARDOUS WASTE (ANY OBJECT CONTAMINATED WITH BIOLOGICAL WASTE)	PER KG		
26.	1365T05053124	NON ANATOMICAL BIOLOGICAL HAZARDOUS WASTE (SHARPS AND BLADES; SHARPS CONTAINERS)	PER KG		
27.	1365T05053125	ANATOMICAL BIOLOGICAL WASTE (HUMAN TISSUE, BONE, FOOD, BLOOD, CONTAMINATED GLASS, ANY BODY FLUID)	PER KG		
28.	1365T05053126	STRONG OXIDIZERS (AMMONIA, SODIUM, HYDROCHLORIDE)	PER KG		
29.	1365T05053127	INORGANIC AND ORGANIC ACIDS AND BASIS (SULPHURIC ACID, HYDROCHLORIC ACID, FORMIC ACID, ACETIC ACID)	PER KG		
30.	1365T05053128	HEAVY METALS (MECURY WASTE, LEAD, CADMIUM)	PER KG		
31.	6515T05053129	EMPTY PLASTIC ACID CONTAINERS, EMPTY SOLVENT CONTAINERS, FLUORESCENT TUBES	PER KG		
<b>PER SITE PER SQUARE METER (R/m2)</b>					
32.	9825T05053131	CLEAN-UP AND DECONTAMINATION OF MAJOR CHEMICAL SPILLAGES IN THE CRIME SCENE LABORATORIES (WITHIN LCRC)	R/m2		

- Required by: **Division Detective And Forensic Services: LCRC's And Explosive's Nationally At: SAPS (Western Cape)**
- Country of Manufacture .....
- Brand and model .....
- Does the offer comply with the specification(s)? **\*YES/NO**
- If not to specification, indicate deviation(s) .....
- Period required for delivery ..... \*Delivery: Firm/not firm
- Delivery basis .....

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

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

\*Delete if not applicable

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

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

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

Name of bidder..... Bid number 19/1/9/20TD (24)

Closing Time 11:00

Closing date: 2024-02-06

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

ITEM NUMBER	ITEM CONTROL NUMBER	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)	COUNTRY OF MANUFACTURE
<b>WASTE ACCESSORIES</b>					
1.	7240T05014940	CONTAINER LIQUIDS, MEDICAL WASTE, 25L	1		
2.	7240T05014942	CONTAINER SHARP, MEDICAL WASTE, 5L	1		
3.	7240T05055215	CONTAINER, SHARP, MEDICAL WASTE, 10L	1		
4.	7240T05014946	CONTAINER, SHARP, MEDICAL WASTE, 20L	1		
5.	7240T05055216	WHEELIE BIN 60 LITRES	1		
6.	7240T05014956	BIN, WHEELED, MEDICAL WASTE 120L	1		
7.	7240T05014957	BIN, WHEELED, MEDICAL WASTE 240L	1		
8.	7240T05055217	BOX AND LID 140L	1		
9.	7240T05055218	BOX AND LID 50L	1		
10.	7240T05035516	WHEELIE BIN, RED LINER, 140L	1		
11.	9999T05029609	ROLL TAPE, BIO HAZARD (PER ROLL)	1		
12.	5975T05055219	CABLE TIES, PACK OF 100	1		
13.	7240T05014954	CONTAINER AMALGAM, MEDICAL WASTE 500ML	1		
14.	7240T05014955	DRUM, METAL, MEDICAL, WASTE, 210L	1		
15.	7240T05014947	BIN, COURIER, MEDICAL WASTE, 25L	1		
16.	7240T05014940	CHEMICAL CONTAINER AND LID, 25L	1		
17.	1365T05053130	MISCELLANEOUS; ANY HAZARDOUS OBJECT, LIQUID OR MATERIAL THAT IS CONTAMINATED WITH HAZARDOUS SUBSTANCES	1		
18.	7240T05033105	BIN, COURIER, MEDICAL WASTE, 60L	1		
19.	7240T05014948	BIN, COURIER, MEDICAL WASTE, 120L	1		
20.	7240T05014949	CONTAINER, TISSUE, MEDICAL WASTE, 10L	1		

21.	7240T05014950	CONTAINER, TISSUE, MEDICAL WASTE, 25L	1		
22.	7240T05014951	BIN, LIDDED, MEDICAL WASTE, 60L	1		
<b>DESTRUCTION PER KILOGRAM</b>					
23.	1365T05053121	CHLORINATED ORGANIC WASTE AND CARCINOGENIC MATERIALS (CHLOROFORM, DICHLOROMETHANE, BENZINE, ACETONITRILE)	PER KG		
24.	1365T05053122	NON CHLORINATED WASTE (ETHANOL, METHANOL, ACETONE, HEXANE, ISOPROPANOL, ETHYL ACETATE, PARAFFIN)	PER KG		
25.	1365T05053123	NON ANATOMICAL BIOLOGICAL HAZARDOUS WASTE (ANY OBJECT CONTAMINATED WITH BIOLOGICAL WASTE)	PER KG		
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<b>PER SITE PER SQUARE METER (R/m2)</b>					
32.	9825T05053131	CLEAN-UP AND DECONTAMINATION OF MAJOR CHEMICAL SPILLAGES IN THE CRIME SCENE LABORATORIES (WITHIN LCRC)	R/m2		

- Required by: **Division Detective And Forensic Services: LCRC's And Explosive's Nationally At: SAPS (National Office)**
- Country of Manufacture .....
- Brand and model .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....\*Delivery: Firm/not firm
- Delivery basis .....

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

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

\*Delete if not applicable

## 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 interest<sup>1</sup> 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

---

<sup>1</sup> 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.

SBD4

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 consortium<sup>2</sup> 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

<sup>2</sup> 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.

**SBD4**

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

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

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

#### 80/20

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{Type equation here.}$$

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:

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

- Personal Liability Company
  - (Pty) Limited
  - Non-Profit Company
  - State Owned Company
- [TICK APPLICABLE BOX]

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

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

.....

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

.....

**SPECIFICATION FOR THE SUPPLY OF WASTE ACCESSORIES, REMOVAL, TRANSPORTATION AND DISPOSAL OF WASTE FROM LCRC'S AND EXPLOSIVE'S NATIONALLY: COMPONENT: CRIMINAL RECORD AND CRIME SCENE MANAGEMENT FOR PERIOD OF THREE (03) YEARS.**

SPEC NO:  
2442/2024

## GENERAL

### INTRODUCTION

- 1.1. The Local Criminal Record Centres (LCRCs) and the Explosives offices of the South African Police Service (SAPS) within the Division: Forensic Services requires the following services:
  - 1.1.1. The removal and disposal of chemical waste, biological hazardous waste, photographic waste and sharps nationally.
  - 1.1.2. The Incineration and Safe Disposal of hazardous waste.
  - 1.1.3. The encapsulation of hazardous waste, biological hazardous waste, substance or controlled substances, chemicals and poisons that cannot be destroyed by other means.
  - 1.1.4. The supply of unbranded (No Company name) waste bins/containers, boxes, sharps containers, liners and tapes except for Bio-Hazards markings.
- 1.2. The contract is for the duration of three (3) years.
- 1.3. The bidder shall indicate compliance in writing to the requirements contained in this document. Failure to enter **COMPLY** or **DON'T COMPLY** under the bidder's compliance column for each sub-paragraph per specification will be interpreted as **DON'T COMPLY** and will result in the disqualification of the bid.
- 1.4. If a bidder is not bidding for a particular province, they should indicate **DON'T COMPLY** specifically for 3.9.1 to 3.9.10. That will be acceptable.
- 1.5. The bid proposal documentation with all supporting documents must be packaged in a manner that no pages are misplaced.

**SPECIFICATION FOR THE SUPPLY OF WASTE ACCESSORIES, REMOVAL, TRANSPORTATION AND DISPOSAL OF WASTE FROM LCRC'S AND EXPLOSIVE'S NATIONALLY: COMPONENT: CRIMINAL RECORD AND CRIME SCENE MANAGEMENT FOR PERIOD OF THREE (03) YEARS.**

**SPEC NO:  
2442/2024**

**THE BIDDER SHALL INDICATE COMPLIANCE WITH THE FOLLOWING REQUIREMENTS:**

2	GENERAL REQUIREMENTS	BIDDER COMPLY OR DON'T COMPLY
2.1	The bidder must have safe working procedures that cover the scope of this bid specification (on-site and off-site). Documents shall be made available during site inspection.	
2.2	Technical back-up, 24 hours seven days a week, in the form of a help desk must be made available by the successful bidder. Emergency call-outs must be included in a price schedule. The successful bidder must provide an emergency telephone number thereof.	
2.3	The successful bidder shall ensure that all waste is collected and waste accessories are delivered during working hours, i.e. Monday – Friday between 7h30 to 16h00.	
2.4	The successful bidder will be responsible for cleaning of spills that occur during removal, handling and transportation at own cost by a registered Spillage Response company.	
2.5	The bidder's vehicles must be equipped with the necessary valid Fire Extinguisher, First Aid Box and Spill kit.	
2.6	The personnel who are involved in the collecting and transporting of waste must be issued with appropriate Personal Protective Equipment (PPE) by the bidder.	
2.7	The vehicle drivers must have valid driving licences with Professional driving permit dangerous goods (PrDP-D) as per SANS 10228.	
2.8	Original copies of all documents submitted with the bid documents will be required for inspection and verification during site visit to all short-listed bidders.	
2.9	LCRC's and Explosives may move to new premises if required by SAPS Management and the bidder shall be able to accommodate the new premises with the required service. The bidder will be notified in writing at least a month prior to the intended move.	
2.10	The successful bidder is expected to visit all LCRC's and Explosives sites to ensure integrity of access control measures. Contact details of all LCRC and Explosives Commanders will be supplied for this purpose.	
2.11	The successful bidder shall be subjected to continuous inspections and audits from the Division: Forensic Services for the duration of the contract and the bidder shall comply and cooperate accordingly.	

**SPECIFICATION FOR THE SUPPLY OF WASTE ACCESSORIES, REMOVAL, TRANSPORTATION AND DISPOSAL OF WASTE FROM LCRC'S AND EXPLOSIVE'S NATIONALLY: COMPONENT: CRIMINAL RECORD AND CRIME SCENE MANAGEMENT FOR PERIOD OF THREE (03) YEARS.**

**SPEC NO:**  
2442/2024

2	GENERAL REQUIREMENTS	BIDDER COMPLY OR DON'T COMPLY
2.12	The vehicles of the bidder shall have the necessary permits, Tremcard(s) / Placard(s), Dangerous Goods Declaration and labeling in accordance with the relevant SANS Codes.	
2.13	The successful bidder shall provide proof that the vehicles to be used in the transportation of waste have the required Tremcards or necessary permits to transport biological and hazardous chemical waste.	
2.14	The successful bidder shall be registered with the Department of Labour (Workmen's Compensation Commissioner) or any insurance that covers personnel for injury on duty and occupational diseases.	
2.15	The bidder must disclose any Pending Investigation with reference number by the Department of Environmental Affairs or any Government Department to the South African Police Service.	
2.16	The Division: Forensic Services may undertake the vetting process on the short-listed bidders and bidders are expected to cooperate with the process.	
3	SERVICE REQUIRED	
3.1	The supply of waste bins/containers for chemical, boxes for bio-hazardous and sharps waste; including related items such as liners and tapes to ninety four (94) LCRCs and forty one (41) Explosives' offices.	
3.2	The removal and disposal of chemical, bio-hazardous and sharps waste from the ninety four (94) LCRCs and forty one (41) Explosives Offices nationally, while ensuring legal compliance with the relevant legislations.	
3.3	All expired chemicals and empty chemical containers shall be removed on call out or once in 180 days.	
3.4	All bio-hazard waste and sharps shall be removed on call out or once in 180 days.	
3.5	All chemical waste from the Crime Scene Laboratories shall be removed on call out or once in 180 days.	
3.6	All bio-hazard filters from evidence dryers shall be removed on a on call out or once in 180 days.	
3.7	All miscellaneous waste in form of canister shall be removed on call out or once in 180 days.	

**SPECIFICATION FOR THE SUPPLY OF WASTE ACCESSORIES, REMOVAL, TRANSPORTATION AND DISPOSAL OF WASTE FROM LCRC'S AND EXPLOSIVE'S NATIONALLY: COMPONENT: CRIMINAL RECORD AND CRIME SCENE MANAGEMENT FOR PERIOD OF THREE (03) YEARS.**

**SPEC NO:**  
2442/2024

3	SERVICE REQUIRED	BIDDER COMPLY OR DON'T COMPLY
3.8	All hazardous waste shall be classified as follows:	
3.8.1	Class I: Explosives	
3.8.2	Class II: Gases	
3.8.3	Class III: Flammable liquids	
3.8.4	Class IV: Flammable solids	
3.8.5	Class V: Oxidising substances and organic peroxides	
3.8.6	Class VI: Toxic and infectious substances	
3.8.7	Class VII: Radioactive	
3.8.8	Class VIII: Corrosives	
3.8.9	Class IX: Miscellaneous substances	
3.9	The bidder shall provide the waste removal services, including waste accessories nationally for the province and provide pricing schedule per province as per Annexure A: ICN codes.	
3.9.1	Eastern Cape	
3.9.2	Free State	
3.9.3	Gauteng	
3.9.4	KwaZulu Natal	
3.9.5	Limpopo	
3.9.6	Mpumalanga	
3.9.7	Northern Cape	
3.9.8	North West	
3.9.9	Western Cape	
3.9.10	National Office	

**SPECIFICATION FOR THE SUPPLY OF WASTE ACCESSORIES, REMOVAL, TRANSPORTATION AND DISPOSAL OF WASTE FROM LCRC'S AND EXPLOSIVE'S NATIONALLY: COMPONENT: CRIMINAL RECORD AND CRIME SCENE MANAGEMENT FOR PERIOD OF THREE (03) YEARS.**

**SPEC NO:**  
2442/2024

4	WASTE BINS AND/OR CONTAINERS REQUIREMENTS	BIDDER COMPLY OR DON'T COMPLY
4.1	The bidder shall provide waste bins/containers with fitting lids for all types of waste; i.e. sharps, bio-hazardous, chemical and miscellaneous hazardous waste as per SANS 10228:2010 Annexure C.	
4.2	The bidder must provide the waste bin tapes, liners, labels and any other related items required for the removal of waste.	
4.3	Containers for waste removal shall conform to SANS 10248 , SANS 10368	
4.4	The bidder must provide the spill containment and clean-up kit to use when required.	
4.5	All waste containers must be properly labelled and packaged in terms of SANS 10248 and SANS 10228.	
4.6	The bidder shall provide the following waste accessories:	
4.6.1	Liquid Container - size: 25 litres	
4.6.2	Sharps Container - size: 5 litres	
4.6.3	Sharps Container - size:10 litres	
4.6.4	Sharps Container - size:20 litres	
4.6.5	Black Wheelie Bin made of high density polyethylene ultraviolet stabilized raw material - capacity: 60 litres	
4.6.6	Black Wheelie Bin made of high density polyethylene ultraviolet stabilized raw material - capacity: 120 litres	
4.6.7	Black Wheelie Bin made of high density polyethylene ultraviolet stabilized raw material - capacity: 240 litres	
4.6.8	Yellow Wheelie Bin made of high density polyethylene ultraviolet stabilized raw material - capacity: 60litres	
4.6.9	Yellow Wheelie Bin made of high density polyethylene ultraviolet stabilized raw material - capacity: 120 litres	
4.6.10	Yellow Wheelie Bin made of high density polyethylene ultraviolet stabilized raw material - capacity: 240 litres	

**SPECIFICATION FOR THE SUPPLY OF WASTE ACCESSORIES, REMOVAL, TRANSPORTATION AND DISPOSAL OF WASTE FROM LCRC'S AND EXPLOSIVE'S NATIONALLY: COMPONENT: CRIMINAL RECORD AND CRIME SCENE MANAGEMENT FOR PERIOD OF THREE (03) YEARS.**

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4	WASTE BINS AND/OR CONTAINERS REQUIREMENTS	BIDDER COMPLY OR DON'T COMPLY
4.6.11	Red Wheelie Bin made of high density polyethylene ultraviolet stabilized raw material - capacity: 60 litres	
4.6.12	Red Wheelie Bin made of high density polyethylene ultraviolet stabilized raw material - capacity: 120 litres	
4.6.13	Red Wheelie Bin made of high density polyethylene ultraviolet stabilized raw material - capacity: 240 litres	
4.6.14	Blue Wheelie Bin made of high density polyethylene ultraviolet stabilized raw material - capacity: 60 litres	
4.6.15	Blue Wheelie Bin made of high density polyethylene ultraviolet stabilized raw material - capacity: 120 litres	
4.6.16	Blue Wheelie Bin made of high density polyethylene ultraviolet stabilized raw material - capacity: 240 litres	
4.6.17	Box 140 litres with Lids	
4.6.18	Box Liner 140 litres	
4.6.19	Hazardous Material Tape Roll	
4.6.20	Cable Ties 150 X 2.65mm	
4.6.21	Amalgam Container	
4.6.22	Metal Drum 210 litres	
4.6.23	Chemical Container and Lid 25 litres	
4.6.24	Courier Bin – capacity: 25 litres	
4.6.25	Courier Bin – capacity: 60 litres	
4.6.26	Courier Bin – capacity: 120 litres	
4.6.27	Tissue Container – capacity: 10 and 25 litres	
4.6.28	Black Lidded Bin – capacity: 60 litres	
4.6.29	Red Lidded Bin – capacity: 60 litres	

**SPECIFICATION FOR THE SUPPLY OF WASTE ACCESSORIES, REMOVAL, TRANSPORTATION AND DISPOSAL OF WASTE FROM LCRC'S AND EXPLOSIVE'S NATIONALLY: COMPONENT: CRIMINAL RECORD AND CRIME SCENE MANAGEMENT FOR PERIOD OF THREE (03) YEARS.**

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5	WASTE REMOVAL AND DISPOSAL REQUIREMENTS	BIDDER COMPLY OR DON'T COMPLY
5.1	All waste must be removed when called out or once in 180 days.	
5.2	On collection of the hazardous waste containers, the Successful bidder must issue a collection manifest document with the following details:	
5.2.1	Site collected from	
5.2.2	Date and time of collection	
5.2.3	Collected containers unique tracking number	
5.2.4	Type (volume/size) of container	
5.2.5	Type of Hazardous Waste collected	
5.2.6	Person collecting - name of the contracted person	
5.2.7	Person handing over from the site (LCRC and Explosive)	
5.2.8	Details of the person supervising collection from the site (LCRC/Explosive) or appointed person must appear as follows:	
5.2.8.1	Persal number	
5.2.8.2	Rank	
5.2.8.3	Initials and surname in print	
5.2.8.4	Signature	
5.2.8.5	Amount of collected waste in kilograms or litres.	
5.3	The bidder must ensure that all hazardous waste removed from the LCRC's and Explosive is disposed at approved registered disposal sites.	
5.4	The bidder shall correctly dispose of the waste within 72 hours after removal from the LCRC/Explosive site.	
5.5	The bidder shall be responsible for the transportation and disposal of the Hazardous Waste residues from the LCRC and Explosives in accordance with relevant legislation.	
5.6	The Bidder must have a tracking system in place, tracking all waste and filters from the point of generation to the point of destruction.	

**SPECIFICATION FOR THE SUPPLY OF WASTE ACCESSORIES, REMOVAL, TRANSPORTATION AND DISPOSAL OF WASTE FROM LCRC'S AND EXPLOSIVE'S NATIONALLY: COMPONENT: CRIMINAL RECORD AND CRIME SCENE MANAGEMENT FOR PERIOD OF THREE (03) YEARS.**

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5	WASTE REMOVAL AND DISPOSAL REQUIREMENTS	BIDDER COMPLY OR DON'T COMPLY
5.7	The bidder shall ensure taking of samples of hazardous material that have to be tested before destruction, if necessary.	
5.8	The bidder shall ensure that waste bins are clean and decontaminated after every waste removal.	
5.9	The Successful bidder shall provide a certificate of safe disposal where exact quantities of waste must be specified which has been disposed of. The Successful bidder will receive no payment until the certificate of safe disposal has been delivered to the specific LCRC / Explosive (waste generator).	
6	RECORD MANAGEMENT	
6.1	The bidder shall keep records of the type of waste, quantity, site collected from as well as the details of the disposal site. Such information must be recorded in the Component: Criminal Record and Crime Scene Management Waste Management register which must be signed by both parties (i.e. Waste removal company and the Office Representative)	
6.2	The records being referred to on paragraph 6.1 shall be submitted monthly (i.e. within 30 days of removal of waste from LCRC/Explosive site) or upon request together with a valid Waste Disposal Certificate to the Provincial Quality Management: CR&CSM: Environmental Compliance Officers and Provincial CR & CSM: Finance Office. For National collections, the records must be submitted to the National Crime Scene Management office, National Quality Management: CR&CSM: Environmental Compliance Officers and National CR & CSM: Finance.	
7	QUOTATION & INVOICING	
7.1	Quotations for each waste container/bin with a lid for different classification of waste shall be provided, including the sharps containers, liners and tapes.	
7.2	Quotations for removal, clean-up and disposal of each type of waste shall be provided – indicating type of waste and quantity to be disposed.	
7.3	The bidder shall issue monthly invoices together with the records alluded to in para.6.1 and 6.2 as a proof that disposal of waste complies with all provisions of the Waste and Environmental Management Legislative requirements.	
7.4	All invoices shall be submitted to the Provincial Quality Management: CR&CSM: Environmental Compliance Officer and Provincial CR & CSM Finance office for Provincial collections. For National office collections, the invoices shall be submitted to the National Quality Management CR&CSM: Environmental Compliance Officer and National CR & CSM Finance office.	

**SPECIFICATION FOR THE SUPPLY OF WASTE ACCESSORIES, REMOVAL, TRANSPORTATION AND DISPOSAL OF WASTE FROM LCRC'S AND EXPLOSIVE'S NATIONALLY: COMPONENT: CRIMINAL RECORD AND CRIME SCENE MANAGEMENT FOR PERIOD OF THREE (03) YEARS.**

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8	LEGISLATIVE REQUIREMENTS	BIDDER COMPLY OR DON'T COMPLY
8.1	The bidder shall ensure compliance with the relevant legislative requirements and SANS Codes of Practice relating to the Safe Handling and Transportation of Hazardous Materials during the execution of the service:	
8.1.1	Occupational Health and Safety Act No.85 of 1993 and Regulations.	
8.1.2	Hazardous Substance Act No.15 of 1973	
8.1.3	Atmospheric Pollution Act No.45 of 1965	
8.1.4	Health Act No.63 of 1983	
8.1.5	Human Tissues Act No.65 of 1983	
8.1.6	Medicines & Related Substance Control Act No.101 of 1965	
8.1.7	Environmental Conservation Act No.73 of 1989	
8.1.8	National Environmental Management Act No.107 of 1998	
8.1.9	SANS Code 10248	
8.1.10	SANS Code 1518-1	
8.1.11	SANS Code 10228	
8.1.12	SANS Code 10229	
8.1.13	SANS Code 10230	
8.1.14	SANS Code 10231	
8.1.15	SANS Code 10232-1	
8.1.16	SANS Code 10232-3	
8.1.17	SANS Code 10233	
8.1.18	SANS Code 10368	
8.1.19	National Environmental Management: Waste Act no. 59 of 2008	
8.1.20	Air Quality Act no.39 of 2004	
8.1.21	Municipality Structures Act no 117 of 2008	
8.1.22	Municipality Systems Act no. 32 of 2000	
8.1.23	National Road Traffic Act No. 93 Of 1996	

SPECIFICATION FOR THE SUPPLY OF WASTE ACCESSORIES, REMOVAL, TRANSPORTATION AND DISPOSAL OF WASTE FROM LCRC'S AND EXPLOSIVE'S NATIONALLY: COMPONENT: CRIMINAL RECORD AND CRIME SCENE MANAGEMENT FOR PERIOD OF THREE (03) YEARS.

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A. PRICING SCHEDULE

PRICING SCHEDULE FOR WASTE ACCESSORIES				
NO.	PRODUCT	SIZE	PROVINCE	PRICING
1.1	Liquid Container  CONTAINER, LIQUIDS, MEDICAL WASTE, 25L  ICN 7240T05014940	25 Litres	Eastern Cape	
			Free State	
			Gauteng	
			KwaZulu Natal	
			Limpopo	
			Mpumalanga	
			Northern Cape	
			North West	
			Western Cape	
			National Office	
1.2	Sharps Container  CONTAINER, SHARP, MEDICAL WASTE, 5L  ICN 7240T05014942	5 Litres	Eastern Cape	
			Free State	
			Gauteng	
			KwaZulu Natal	
			Limpopo	
			Mpumalanga	
			Northern Cape	
			North West	
			Western Cape	
			National Office	
1.3	Sharps Container  CONTAINER, SHARP, MEDICAL WASTE, 10L  ICN 7240T05055215	10 Litres	Eastern Cape	
			Free State	
			Gauteng	
			KwaZulu Natal	
			Limpopo	
			Mpumalanga	
			Northern Cape	
			North West	
			Western Cape	
			National Office	
1.4	Sharps Container	20 Litres	Eastern Cape	

SPECIFICATION FOR THE SUPPLY OF WASTE ACCESSORIES, REMOVAL, TRANSPORTATION AND DISPOSAL OF WASTE FROM LCRC'S AND EXPLOSIVE'S NATIONALLY: COMPONENT: CRIMINAL RECORD AND CRIME SCENE MANAGEMENT FOR PERIOD OF THREE (03) YEARS.

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	CONTAINER, SHARP, MEDICAL WASTE, 20L  ICN 7240T05014946		Free State	
			Gauteng	
			KwaZulu Natal	
			Limpopo	
			Mpumalanga	
			Northern Cape	
			North West	
			Western Cape	
			National Office	
1.5	Wheelie Bin  ICN 7240T05055216	60 Litres	Eastern Cape	
			Free State	
			Gauteng	
			KwaZulu Natal	
			Limpopo	
			Mpumalanga	
			Northern Cape	
			North West	
			Western Cape	
National Office				
1.6	Wheelie Bin (Bin, Wheeled, Medical Waste)  ICN 7240T05014956	120 Litres	Eastern Cape	
			Free State	
			Gauteng	
			KwaZulu Natal	
			Limpopo	
			Mpumalanga	
			Northern Cape	
			North West	
			Western Cape	
National Office				
1.7	Wheelie Bin (Bin, Wheeled, Medical Waste)  ICN 7240T05014957	240 Litres	Eastern Cape	
			Free State	
			Gauteng	
			KwaZulu Natal	

SPECIFICATION FOR THE SUPPLY OF WASTE ACCESSORIES, REMOVAL, TRANSPORTATION AND DISPOSAL OF WASTE FROM LCRC'S AND EXPLOSIVE'S NATIONALLY: COMPONENT: CRIMINAL RECORD AND CRIME SCENE MANAGEMENT FOR PERIOD OF THREE (03) YEARS.

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			Limpopo	
			Mpumalanga	
			Northern Cape	
			North West	
			Western Cape	
			National Office	
1.8	Box and Lid  ICN 7240T05055217	140 Litres	Eastern Cape	
			Free State	
			Gauteng	
			KwaZulu Natal	
			Limpopo	
			Mpumalanga	
			Northern Cape	
			North West	
			Western Cape	
			National Office	
1.9	Box and Lid  ICN 7240T05055218	50 Litres	Eastern Cape	
			Free State	
			Gauteng	
			KwaZulu Natal	
			Limpopo	
			Mpumalanga	
			Northern Cape	
			North West	
			Western Cape	
			National Office	
1.10	Red Liner  WHEELIE BIN, RED LINER, 140L  ICN 7240T05035516	140 Litres	Eastern Cape	
			Free State	
			Gauteng	
			KwaZulu Natal	
			Limpopo	
			Mpumalanga	

**SPECIFICATION FOR THE SUPPLY OF WASTE ACCESSORIES, REMOVAL, TRANSPORTATION AND DISPOSAL OF WASTE FROM LCRC'S AND EXPLOSIVE'S NATIONALLY: COMPONENT: CRIMINAL RECORD AND CRIME SCENE MANAGEMENT FOR PERIOD OF THREE (03) YEARS.**

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			Northern Cape	
			North West	
			Western Cape	
			National Office	
1.11	Hazardous Material Tape Roll  ROLL TAPE, BIO-HAZARD  ICN 9999T05029609	Per Roll	Eastern Cape	
			Free State	
			Gauteng	
			KwaZulu Natal	
			Limpopo	
			Mpumalanga	
			Northern Cape	
			North West	
			Western Cape	
			National Office	
1.12	Cable Ties  ICN 5975T05055219	Pack of 100	Eastern Cape	
			Free State	
			Gauteng	
			KwaZulu Natal	
			Limpopo	
			Mpumalanga	
			Northern Cape	
			North West	
			Western Cape	
			National Office	
1.13	Amalgam Container  CONTAINER, ALMAGAM, MEDICAL WASTE 500ML  ICN 7240T05014954	500ml	Eastern Cape	
			Free State	
			Gauteng	
			KwaZulu Natal	
			Limpopo	
			Mpumalanga	
			Northern Cape	
			North West	
			Western Cape	

**SPECIFICATION FOR THE SUPPLY OF WASTE ACCESSORIES, REMOVAL, TRANSPORTATION AND DISPOSAL OF WASTE FROM LCRC'S AND EXPLOSIVE'S NATIONALLY: COMPONENT: CRIMINAL RECORD AND CRIME SCENE MANAGEMENT FOR PERIOD OF THREE (03) YEARS.**

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1.14	Metal Drum  DRUM, METAL, MEDICAL WASTE, 210L  ICN 7240T05014955	210 Litres	National Office	
			Eastern Cape	
			Free State	
			Gauteng	
			KwaZulu Natal	
			Limpopo	
			Mpumalanga	
			Northern Cape	
			North West	
			Western Cape	
1.15	Courier Bin  BIN, COURIER, MEDICAL WASTE, 25L  ICN 7240T05014947	25 Litres	Eastern Cape	
			Free State	
			Gauteng	
			KwaZulu Natal	
			Limpopo	
			Mpumalanga	
			Northern Cape	
			North West	
			Western Cape	
			National Office	
1.16	Chemical Container and Lid  ICN 7240T05014940	25 Litres	Eastern Cape	
			Free State	
			Gauteng	
			KwaZulu Natal	
			Limpopo	
			Mpumalanga	
			Northern Cape	
			North West	
			Western Cape	
			National Office	
1.17	Miscellaneous difficult hazardous waste	Any hazardous object, liquid	Eastern Cape	
			Free State	

**SPECIFICATION FOR THE SUPPLY OF WASTE ACCESSORIES, REMOVAL, TRANSPORTATION AND DISPOSAL OF WASTE FROM LCRC'S AND EXPLOSIVE'S NATIONALLY: COMPONENT: CRIMINAL RECORD AND CRIME SCENE MANAGEMENT FOR PERIOD OF THREE (03) YEARS.**

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	ICN 1365T05053130	or material that is contaminated with hazardous substance including: E-Waste Gas cylinders Expired kits Fire extinguishers	Gauteng	
			KwaZulu Natal	
			Limpopo	
			Mpumalanga	
			Northern Cape	
			North West	
			Western Cape	
			National Office	
1.18	Courier Bin  BIN, COURIER, MEDICAL WASTE, 60L  ICN 7240T05033105	60 Litres	Eastern Cape	
			Free State	
			Gauteng	
			KwaZulu Natal	
			Limpopo	
			Mpumalanga	
			Northern Cape	
			North West	
			Western Cape	
			National Office	
1.19	Courier Bin  BIN, COURIER, MEDICAL WASTE, 120L  ICN 7240T05014948	120 Litres	Eastern Cape	
			Free State	
			Gauteng	
			KwaZulu Natal	
			Limpopo	
			Mpumalanga	
			Northern Cape	
			North West	
			Western Cape	
			National Office	
1.20	Tissue Container  CONTAINER, TISSUE, MEDICAL WASTE, 10L	10 Litres	Eastern Cape	
			Free State	
			Gauteng	
			KwaZulu Natal	
			Limpopo	

**SPECIFICATION FOR THE SUPPLY OF WASTE ACCESSORIES, REMOVAL, TRANSPORTATION AND DISPOSAL OF WASTE FROM LCRC'S AND EXPLOSIVE'S NATIONALLY: COMPONENT: CRIMINAL RECORD AND CRIME SCENE MANAGEMENT FOR PERIOD OF THREE (03) YEARS.**

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	ICN 7240T05014949		Mpumalanga	
			Northern Cape	
			North West	
			Western Cape	
			National Office	
1.21	Tissue Container  CONTAINER, TISSUE, MEDICAL WASTE, 25L  ICN 7240T05014950	25 Litres	Eastern Cape	
			Free State	
			Gauteng	
			KwaZulu Natal	
			Limpopo	
			Mpumalanga	
			Northern Cape	
			North West	
			Western Cape	
			National Office	
1.22	Lidded Bin  BIN, LIDDED, MEDICAL WASTE, 60L  ICN 7240T05014951	60 Litres	Eastern Cape	
			Free State	
			Gauteng	
			KwaZulu Natal	
			Limpopo	
			Mpumalanga	
			Northern Cape	
			North West	
			Western Cape	
			National Office	
<b>2. PRICING SCHEDULE FOR DESTRUCTION PER KILOGRAM</b>				
NO.	CATEGORY	PRODUCT, such as	PROVINCES	PRICING
2.1.	Chlorinated Organic Waste and Carcinogenic materials	Chloroform Dichloromethane Benzidene Acetonitrile	Eastern Cape	
			Free State	
			Gauteng	
			KwaZulu Natal	

**SPECIFICATION FOR THE SUPPLY OF WASTE ACCESSORIES, REMOVAL, TRANSPORTATION AND DISPOSAL OF WASTE FROM LCRC'S AND EXPLOSIVE'S NATIONALLY: COMPONENT: CRIMINAL RECORD AND CRIME SCENE MANAGEMENT FOR PERIOD OF THREE (03) YEARS.**

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	ICN 1365T05053121		Limpopo	
			Mpumalanga	
			Northern Cape	
			North West	
			Western Cape	
			National Office	
2.2	Non Chlorinated Waste  ICN 1365T05053122	Ethanol Methanol Acetone Hexane Isopropanol Ethyl Acetate Paraffin	Eastern Cape	
			Free State	
			Gauteng	
			KwaZulu Natal	
			Limpopo	
			Mpumalanga	
			Northern Cape	
			North West	
			Western Cape	
			National Office	
2.3	Non Anatomical Biological Hazardous Waste  ICN 1365T05053123	Any object contaminated with a biological substance.	Eastern Cape	
			Free State	
			Gauteng	
			KwaZulu Natal	
			Limpopo	
			Mpumalanga	
			Northern Cape	
			North West	
			Western Cape	
			National Office	
2.4	Non Anatomical Biological Hazardous Waste  ICN 1365T05053124	Sharps and blades Sharp Containers	Eastern Cape	
			Free State	
			Gauteng	
			KwaZulu Natal	
			Limpopo	
			Mpumalanga	
			Northern Cape	

**SPECIFICATION FOR THE SUPPLY OF WASTE ACCESSORIES, REMOVAL, TRANSPORTATION AND DISPOSAL OF WASTE FROM LCRC'S AND EXPLOSIVE'S NATIONALLY: COMPONENT: CRIMINAL RECORD AND CRIME SCENE MANAGEMENT FOR PERIOD OF THREE (03) YEARS.**

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			North West	
			Western Cape	
			National Office	
2.5	Anatomical Biological Waste  ICN 1365T05053125	Human tissue Bone, Food, Blood Contaminated Glass Any body fluid	Eastern Cape	
			Free State	
			Gauteng	
			KwaZulu Natal	
			Limpopo	
			Mpumalanga	
			Northern Cape	
			North West	
			Western Cape	
			National Office	
2.6	Strong Oxidizers  ICN 1365T05053126	Ammonia Sodium Hydrochloride	Eastern Cape	
			Free State	
			Gauteng	
			KwaZulu Natal	
			Limpopo	
			Mpumalanga	
			Northern Cape	
			North West	
			Western Cape	
			National Office	
2.7	Inorganic and Organic acids and basis  ICN 1365T05053127	Sulphuric acid Hydrochloric acid Formic acid Acetic Acid	Eastern Cape	
			Free State	
			Gauteng	
			KwaZulu Natal	
			Limpopo	
			Mpumalanga	
			Northern Cape	
			North West	
			Western Cape	
			National Office	

**SPECIFICATION FOR THE SUPPLY OF WASTE ACCESSORIES, REMOVAL, TRANSPORTATION AND DISPOSAL OF WASTE FROM LCRC'S AND EXPLOSIVE'S NATIONALLY: COMPONENT: CRIMINAL RECORD AND CRIME SCENE MANAGEMENT FOR PERIOD OF THREE (03) YEARS.**

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2.8	Heavy Metals  ICN 1365T05053128	Mercury waste  Lead  Cadmium	Eastern Cape	
			Free State	
			Gauteng	
			KwaZulu Natal	
			Limpopo	
			Mpumalanga	
			Northern Cape	
			North West	
			Western Cape	
			National Office	
2.9	Empty Plastic acid Containers.  Empty Solvent Containers.  Fluorescent tubes.  ICN 6515T05053129	Empty Plastic acid Containers.  Empty Solvent Containers.  Fluorescent tubes.	Eastern Cape	
			Free State	
			Gauteng	
			KwaZulu Natal	
			Limpopo	
			Mpumalanga	
			Northern Cape	
			North West	
			Western Cape	
			National Office	

3. PRICING SCHEDULE PER SITE PER SQUARE METER (R/m <sup>2</sup> )			
NO.	CATEGORY	PROVINCES	YEAR: PRICING
3.1	Clean-up and decontamination of major chemical spillages in the Crime Scene Laboratories (within the LCRC)  ICN 9825T05053131	Eastern Cape	
		Free State	
		Gauteng	
		KwaZulu Natal	
		Limpopo	
		Mpumalanga	
		Northern Cape	
		North West	
		Western Cape	
		National Office	

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SECTION HEAD: QUALITY MANAGEMENT: CR&CSM  
R MATJENG

BRIGADIER

Date: 2024-10-25



## DEVIATION SHEET: Bid 19/1/9/1/20 TD (24)

To all bidders:

Please complete the deviation sheet for **all alternative or additional offers made.**

Please complete the deviation sheet for all paragraphs in the specification that you comment **“Do not comply”**

**Specification paragraph:**

*Reason:*

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*Offered:*

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**Specification paragraph**

*Reason:*

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# DEVIATION SHEET: Bid 19/1/9/1/20 TD (24)

*Offered:*

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**Specification paragraph**

*Reason:*

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*Offered:*

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# DEVIATION SHEET: Bid 19/1/9/1/20 TD (24)

<b>Specification paragraph</b>
<i>Reason:</i>
<i>Offered:</i>

**This document must be signed and submitted together with your bid**

## THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

### INTRODUCTION

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

### 1. PILLARS OF THE PROGRAMME

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

## 2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1. In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2. The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1 (b) to 1.1 (d) above.

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

- 3.1. Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2. In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
  - Bid/contract number.
  - Description of the goods, works or services.
  - Date on which the contract was accepted.
  - Name, address and contact details of the government institution.
  - Value of the contract.
  - Imported content of the contract, if possible.
- 3.3. The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X84, Pretoria, 0001, for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

## 4. PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1. Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
  - a. the contractor and the DTI will determine the NIP obligation;
  - b. the contractor and the DTI will sign the NIP obligation agreement;
  - c. the contractor will submit a performance guarantee to the DTI;
  - d. the contractor will submit a business concept for consideration and approval by the DTI;
  - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;

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

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

Bid number: .....	Closing date: .....
Name of bidder: .....	
Postal address: .....	
.....	
Signature: .....	Name (in print): .....
Date: .....	

**Annexure A**

**GOVERNMENT PROCUREMENT**

**GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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

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

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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

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

8. Inspections,  
tests and  
analyses

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

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

#### 9. Packing

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

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

#### 10. Delivery and documents

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

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

#### 11. Insurance

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

#### 12. Transportation

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

#### 13. Incidental services

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

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

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### 14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### 15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

## 22. Penalties

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

## 23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

**24. Anti-dumping and countervailing duties and rights**

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

**25. Force Majeure**

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

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

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

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

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

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

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

**28. Limitation of liability**

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

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. **Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. **Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. **Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. **Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. **National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. **Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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