

41

**CLEAN UP, DECONTAMINATION AND REMOVAL OF
HAZARDOUS WASTE MATERIAL SUBSTANCES,
CHEMICALS AND POISONS FOUND AT THE CRIME
SCENES INCLUDING THE CLANDESTINE LABORATORIES
NATIONALLY FOR DPCI FOR A PERIOD OF TWO YEARS.**

SPEC NO. SAPS
323235/2022

A. INTRODUCTION

- 1.1 The Directorate for Priority Crime Investigation (DPCI) require the following services at the crime scenes including the clandestine laboratories nationally, per province for the duration of two (2) years.
 - 1.1.1 The clean-up and decontamination of the crime scenes including the clandestine laboratories,
 - 1.1.2 The removal of all hazardous waste material, biological hazardous waste, substances or controlled substances, chemicals and poisons found at the crime scenes including the clandestine laboratories,
 - 1.1.3 The provision and delivery of the appropriate containers for the hazardous waste material and the removal thereof,
 - 1.1.4 The incineration of hazardous waste material and where applicable,
 - 1.1.5 The encapsulation of hazardous waste material, biological hazardous waste, substance or controlled substances, chemicals and poisons that cannot be destroyed by other means.
- 1.2 In addition to the above, the provider must have the following:
 - 1.2.1 The ability to attend to crime scenes across South Africa,
 - 1.2.2 Valid permit to transport or dispose hazardous waste material from the relevant department(s),
 - 1.2.3 A list of dumping site/s where dumping and disposal of waste will take place,
 - 1.2.4 Provide the name of the company or name list of companies that they are using for disposal of hazardous waste material,
 - 1.2.5 Proof of using these premises (being referred to in 1.2.2, 1.2.3 and 1.2.4) must be supplied with the bid document.
- 1.3 Non-compliance/Compliance to all sub-paragraphed specifications shall be indicated by COMPLY or DO NOT COMPLY in the relevant field, but not both. Failure to indicate COMPLY or DO NOT COMPLY, will be considered as a DO NOT COMPLY.
- 1.4 The bid document that deviates from the specification will not be taken into consideration during bid evaluation process.

**CLEAN UP, DECONTAMINATION AND REMOVAL OF
HAZARDOUS WASTE MATERIAL SUBSTANCES,
CHEMICALS AND POISONS FOUND AT THE CRIME
SCENES INCLUDING THE CLANDESTINE LABORATORIES
NATIONALLY FOR DPCI FOR A PERIOD OF TWO YEARS.**

**SPEC NO. SAPS
323235/2022**

42

B. SPECIFICATIONS

THE BIDDER SHALL COMPLY WITH THE FOLLOWING:

		COMPLY/ DO NOT COMPLY
1.	SITES WHERE HAZARDOUS WASTE SHALL BE REMOVED	
1.1	Any crime scene including the clandestine laboratory Nationally.	
2.	SERVICE TO BE DELIVERED	
2.1	The bidder must provide quote price to DPCI before remediation of the site.	
2.2	The cleanup and decontamination of any hazardous waste materials or controlled substances, chemicals and poisons found at crime scenes including the clandestine laboratories that need to be disposed of. All quantities found shall be measured, recorded and removed. ICN 9825T05071836.	
2.3	The transportation and disposal of the removed hazardous waste materials or controlled substance, chemicals and poisons found at crime scenes including the clandestine laboratories at an accredited disposal site. Issuing of waste disposal certificate after disposal. ICN 9825T05073030.	
2.4	Disposal certificate must be provided for all the quantities disposed.	
2.5	Waste removal, clean-up and decontamination shall take place within 24 hours of request by the DPCI. This can be anywhere Nationally.	
2.6	If necessary, the Bidder has to transport large quantities of the exhibit materials such as chemicals or equipment to the	

**CLEAN UP, DECONTAMINATION AND REMOVAL OF
HAZARDOUS WASTE MATERIAL SUBSTANCES,
CHEMICALS AND POISONS FOUND AT THE CRIME
SCENES INCLUDING THE CLANDESTINE LABORATORIES
NATIONALLY FOR DPCI FOR A PERIOD OF TWO YEARS.**

SPEC NO. SAPS
323235/2022

applicable DPCI or appropriate place where the DPCI does not have the ability to transport the large quantities.	
3. CATEGORIES OF WASTE	
3.1 The Bidder must be able to remove the following categories of waste:	
3.1.1 All hazardous biological material or any objects that is contaminated with biological matter.	
3.1.2 Any chemical or object that may be contaminated with chemicals.	
3.2 The following classes of dangerous goods shall be catered for,	
Class I Explosives-Chemicals	
Class II Gases	
Class III Flammable liquids	
Class IV Flammable solids	
Class V Oxidizing substances and organic peroxides	
Class VI Toxic and infectious substances	
Class VIII Corrosives	
Class IX Miscellaneous hazardous substances	
4. PRICES OF CONTAINERS	
4.1 The price of any kind of waste container shall include the following:	
4.1.1 Price of containers	
4.1.2 Lid of containers, each. ICN 7240T05084910	
4.1.3 Liners, each. ICN 7240T05084911	
4.1.4 Hazardous tape, each. ICN 7510T05035517	
4.1.5 Cable ties. Each. ICN 5975T05024056	
4.1.6 Transportation of containers per/km	

44

**CLEAN UP, DECONTAMINATION AND REMOVAL OF
HAZARDOUS WASTE MATERIAL SUBSTANCES,
CHEMICALS AND POISONS FOUND AT THE CRIME
SCENES INCLUDING THE CLANDESTINE LABORATORIES
NATIONALLY FOR DPCI FOR A PERIOD OF TWO YEARS.**

SPEC NO. SAPS
323235/2022

4.1.7	Disposal, treatment and /or encapsulation of waste	
5.	SITE ESTABLISHMENT	
5.1	The Bidder will be responsible for the site	
5.1.2	The Bidder shall provide own sample bottles.	
5.1.3	The Bidder will be responsible for the packing of hazardous materials from the crime scenes including the clandestine laboratories into the specific containers that are necessary for disposal.	
5.1.4	The Bidder shall provide own Personal Protective Equipment (PPE) in the execution of any task/activity related to this bid specification on and off-site.	
6.	BIO-HAZARDOUS WASTE CONTAINERS FOR NON-ANATOMICAL MEDICAL WASTE.	
6.1	The Bidder shall provide the following containers for the disposal of all non-anatomical waste nationally per province.	
6.1.1	120 liter containers and lids (wheelie bins). ICN 7240T05014956 each.	
6.1.2	Liners ICN 7240T05084911 each.	
6.1.3	Hazardous material tape rolls. ICN 7510T05035517 each.	
6.1.4	Cable ties. ICN 5975T05024056 each.	
6.1.5	25 liter containers for liquids. ICN 7240T05014940 each.	
6.1.6.	25 liter courier bins. ICN 7240T05014947 each.	
6.1.7	60 liter lidded bin. ICN 7240T05014951 each.	
6.1.8	Sharp containers of various sizes as needed, each..	
6.1.9	210 liter metal drums (acid and corrosion resistant). ICN 7240T05084912 each.	
6.1.10	210 liter plastic drums (acid and corrosion resistant). ICN 7240T05084913 each.	
6.1.11	240 liter wheelie bins. ICN 7240T05014957 each.	
6.1.12	142 liter box with lid. ICN 8115T05084511 each.	
6.1.13	50 liter box with lid. ICN 7240T05084914 each.	

45

**CLEAN UP, DECONTAMINATION AND REMOVAL OF
HAZARDOUS WASTE MATERIAL SUBSTANCES,
CHEMICALS AND POISONS FOUND AT THE CRIME
SCENES INCLUDING THE CLANDESTINE LABORATORIES
NATIONALLY FOR DPCI FOR A PERIOD OF TWO YEARS.**

SPEC NO. SAPS
323235/2022

6.2	All containers and bags/liners as specified in 6.1 shall be specifically designed for:	
6.2.1	Safe Storage.	
6.2.2	Safe transportation.	
6.2.3	Disposal of Chemical and bio-hazardous waste. ICN 9825T05073031 per/kg.	
6.2.4	The containers and bags shall be clearly marked with appropriate markings or labels i.e. bio-hazardous or chemical waste labels in the form of labeling.	
6.3	The Bidder shall provide Bio-hazardous waste containers that comply with SANS code 10248 and in accordance with the attached specifications stipulated in the bid.	
6.4	The Bio-hazardous waste containers for the medical waste shall comply with the legal and other conformance requirements as per paragraph. 12.8 and 13.7.	
6.5	The containers shall be rigid, puncture proof, tamper evident and leak proof.	
6.6	The containers shall be designed to reduce the risk of spillage and ensure that any moisture of liquid is safely contained.	
6.7	The containers shall be stackable in the unassembled state for effective transportation and storage of empty containers.	
6.8	The containers shall be stackable in the assembled state, for the different sizes of the containers to allow for the effective storage and transportation of full containers except for the wheelie bins.	
6.9	The containers shall close by means of a tight fitting tamper resistant lid that can be sealed and locked.	
6.10	The container shall include suitable warning signs, the international bio- hazards symbol and relevant UN code as recommended by the World Health Organization as indicated in SANS 10228:2010, Annexure C together with the text "Bio-	

46

**CLEAN UP, DECONTAMINATION AND REMOVAL OF
HAZARDOUS WASTE MATERIAL SUBSTANCES,
CHEMICALS AND POISONS FOUND AT THE CRIME
SCENES INCLUDING THE CLANDESTINE LABORATORIES
NATIONALLY FOR DPCI FOR A PERIOD OF TWO YEARS.**

SPEC NO. SAPS
323235/2022

	hazardous Waste“ or similar text in clear legible letters and to local Government legislation.	
6.11	Each container shall be marked with unique serial number for traceability.	
6.12	All reusable containers must be effectively disinfected before re-use and meet the standards specified in SANS.	
6.13	The container shall be SABS approved. SANS 10229-1	
6.14	A maximum fill line shall be printed on each container.	
6.15	The container shall be lined with a high quality plastic bag.	
6.16	The liners (plastic bags) shall comply with the following:	
6.16.1	Plastic bags used as stand-alone containers must have a thickness of 80 microns or more.	
6.16.2	Plastic bags used as liners which form an integral part of a rigid container must have a thickness of 60 microns or more.	
6.16.3	Each liner shall be supplied with a tie; the tie shall be of Non PVC plastic cable ties or tape.	
6.17	The colour shall be compliant to the colour code for Bio-hazardous waste.	
6.18	Bidders are requested to indicate all the available sizes on a separate price list for containers.	
7. BIO-HAZADOUS WASTE CONTAINERS FOR SHARPS AND SIMILAR WASTE.		
7.1	The Bio-hazardous waste containers for sharps and similar waste shall comply with legal requirements as per paragraph. 12.8 and 13.7	
7.2	There shall be no metal objects as part of the sharps container.	
7.3	The sharps containers shall be manufactured in such a manner that not only the sharps, but also the residual liquids from the	

**CLEAN UP, DECONTAMINATION AND REMOVAL OF
HAZARDOUS WASTE MATERIAL SUBSTANCES,
CHEMICALS AND POISONS FOUND AT THE CRIME
SCENES INCLUDING THE CLANDESTINE LABORATORIES
NATIONALLY FOR DPCI FOR A PERIOD OF TWO YEARS.**

SPEC NO. SAPS
323235/2022

syringes are safely retained.	
7.4 The sharps containers shall be of the single-use type (not re-usable) and shall be designed to allow for disposal of needles and syringe as one-unit.	
7.5 The sharps containers shall be stackable in the unassembled state for effective transportation and storage of empty containers.	
7.6 The sharps containers shall be stackable in the assembled state and preferably in modular fashion for different sizes of the containers to allow to the effective storage and transportation of full containers.	
7.7 The lid of the sharps containers shall be tightly fitted, leak proof and tamper resistant	
7.8 Once the lid is locked it shall not be reopened.	
7.9 The sharps containers shall allow for the top loading.	
7.10 A secondary lid shall seal the top loading section of the sharps container.	
7.11 The 8 liter sharps containers shall allow the horizontal disposal and stacking of syringes in the container.	
7.12 A label must be located on the sharps containers and clearly be visible when stacked with other packaging.	
7.13 The sharps containers shall include suitable warning signs, the International bio-hazards symbol and relevant UN Code which are recommended by the World Health Organisation, together with the text. "Sharps "or similar text in clear legible letters.	
7.14 Each container must be individually coded with a single use, unique serial number, and the container shall be traceable according to these Coded numbers.	

48

**CLEAN UP, DECONTAMINATION AND REMOVAL OF
HAZARDOUS WASTE MATERIAL SUBSTANCES,
CHEMICALS AND POISONS FOUND AT THE CRIME
SCENES INCLUDING THE CLANDESTINE LABORATORIES
NATIONALLY FOR DPCI FOR A PERIOD OF TWO YEARS.**

SPEC NO. SAPS
323235/2022

7.15	A maximum fill line shall be printed on each container.	
7.16	The Bidders shall indicate all the available containers size and colour on a separate price list.	
8. HAZARDOUS WASTE MATERIAL		
8.1.	The Bidder shall provide the following items for the disposal of all hazardous waste materials Nationally per Province.	
8.1.1.	120 Litre containers and lids (wheelie bin) ICN 7240T05014948 each.	
8.1.2.	Liners ICN 7240T05084911 each.	
8.1.3.	Hazardous material tape roll ICN 7510T05035517 each.	
8.1.4.	Cable ties ICN 5975T05024056 each.	
8.1.5.	25 Litre Container for liquids ICN 7240T05014940 each.	
8.1.6.	25 Litre Courier bin ICN 7240T05014947 each.	
8.1.7.	60 Litre Lidded bin ICN 7240T05014951 each.	
8.1.8.	Sharps Containers of various sizes as needed each.	
8.1.9.	210 Litre Metal Drums and/or plastic drums. (acid and corrosion resistant) ICN 7240T05084912 each.	
8.1.10.	240 Litre Wheelie bin ICN 7240T05014957 each.	
8.1.11.	142 Litre box with lid ICN 8115T05084511 each.	
8.1.12.	50 Litre box with lid ICN 7240T05084914 each.	
9. INVOICING		
9.1	The successful Bidder shall provide a monthly detailed invoice for the:	
9.1.1	Actual items delivered or services rendered.	
9.1.2	Detailed quantities of hazardous waste material removed as well as the comprehensive details of the location/address where	

49

**CLEAN UP, DECONTAMINATION AND REMOVAL OF
HAZARDOUS WASTE MATERIAL SUBSTANCES,
CHEMICALS AND POISONS FOUND AT THE CRIME
SCENES INCLUDING THE CLANDESTINE LABORATORIES
NATIONALLY FOR DPCI FOR A PERIOD OF TWO YEARS.**

SPEC NO. SAPS
323235/2022

	hazardous waste material was removed in each month.	
9.1.3	The successful Bidder shall specify the charges for the delivery, collection, incineration and /or treatment of a specific quantity of waste for example cost per bag, box and/or container.	
9.2	The successful Bidder shall provide detailed report on actual quantities collected/ incinerated and/or treated for each type of waste per box/bag/ container per month.	
9.3	The successful Bidder shall provide the nominated coordinator in the Quality with a monthly certification of the destruction and disposal to approved landfill together with copies of certificate received from landfill.	
9.4	Payment will only take place after submission of the collection manifest, final destruction certificate and invoice to the DPCI.	
9.5	All documents shall be cross-referenced for verification purposes.	
9.6	Each kind or type of item specified on the Bid shall be invoiced separately with a separate invoice number to speed up the payment process.	
9.7	The invoice shall contain the following information before any payment will be done:	
9.7.1	The name of the location (address) of the crime scene/ clandestine laboratory,	
9.7.2	The specific date on which the type service was rendered,	
9.7.3	The description of item or items that were removed,	
9.7.4	The quantity of the item or items that were to be disposed/ treated,	
9.7.5	The quantity of the item or items that are removed but kept in Storage.	
9.8	Each of the above-mentioned invoices shall be accompanied by the specific collection/delivery note and Waste Disposal Certificates before any payment or payments will be made.	

**CLEAN UP, DECONTAMINATION AND REMOVAL OF
HAZARDOUS WASTE MATERIAL SUBSTANCES,
CHEMICALS AND POISONS FOUND AT THE CRIME
SCENES INCLUDING THE CLANDESTINE LABORATORIES
NATIONALLY FOR DPCI FOR A PERIOD OF TWO YEARS.**

SPEC NO. SAPS
323235/2022

10. REMOVAL, TRANSPORT AND DISPOSAL OF WASTE. ICN 9825T05071835 per/km	
10.1	The successful Bidder shall remove the waste from the Crime Scenes including the Clandestine Laboratories, and transport such waste to a licensed disposal site as approved by the statutory authority governing waste disposal site duly licensed for such purposes. The Bidder shall undertake to provide authorized waste manifest documents to such effect (certificate of safe collection, transportation and disposal).
10.2	If necessary the successful Bidder must transport large quantities of exhibit material such as drugs, precursor and/or equipment to the applicable DPCI or appropriate places when the DPCI does not have the ability to transport the large quantities.
10.3	The successful Bidder shall keep record of the quantities that are removed for example number of boxes, bags and/or containers. The DPCI will also keep the same records and these two lists shall correspond.
10.4	The successful Bidder shall provide a certificate of safe disposal/ treatment where exact quantities of waste shall be specified which have been disposed of.
10.5	The successful Bidder will receive no payment until the certificate of safe disposal and/ or treatment has been delivered to the DPCI
10.6	The successful Bidder shall provide a telephone number of the dedicated person to be contacted/ reached for immediate waste removal and/or disposal.
10.7	The successful Bidder shall have the ability to remove

**CLEAN UP, DECONTAMINATION AND REMOVAL OF
HAZARDOUS WASTE MATERIAL SUBSTANCES,
CHEMICALS AND POISONS FOUND AT THE CRIME
SCENES INCLUDING THE CLANDESTINE LABORATORIES
NATIONALLY FOR DPCI FOR A PERIOD OF TWO YEARS.**

SPEC NO. SAPS
323235/2022

	hazardous waste material to a class H dump site if applicable and provide the name of the dump site.	
10.8	The successful Bidder shall make provision for the disposal of hazardous waste material within 72 hours of waste removal.	
10.9	On removal of the Hazardous waste containers the successful Bidder shall issue a collection manifest document with the following details:	
10.9.1	Date and time of removal.	
10.9.2	Address where the removal was made	
10.9.3	Collected containers unique tracking number.	
10.9.4	Type (volume/size) of container.	
10.9.5	Type of hazardous waste material collected.	
10.9.6	Person collecting - name of the successful Bidder.	
10.9.7	Weight of heavy metals collected per container per tracking number.	
10.9.8	Amount removed in Litres.	
10.10	The Bidder shall supply details with reference to contingency plans as follows:	
10.10.1	Inability to supply Hazardous Waste containers.	
10.10.2	Inability to collect Hazardous Waste containers.	
10.10.3	Inability to destruct/dispose Hazardous waste containers.	
11. HEALTH AND SAFETY		
11.1	All containers and bags shall be specifically designed for safe storage, transportation and disposal of chemicals and Bio-Hazardous Waste. The containers and bags shall be clearly marked with the appropriate labels e.g. Bio- Hazardous or Chemical Waste in the form of a label. ICN 7510T05035518	
11.2	The Bidder shall ensure the safe working procedures exist for Hazardous Waste collection and disposal. Furthermore it shall ensure that all employees or third party participants are	

S2

**CLEAN UP, DECONTAMINATION AND REMOVAL OF
HAZARDOUS WASTE MATERIAL SUBSTANCES,
CHEMICALS AND POISONS FOUND AT THE CRIME
SCENES INCLUDING THE CLANDESTINE LABORATORIES
NATIONALLY FOR DPCI FOR A PERIOD OF TWO YEARS.**

SPEC NO: SAPS
323235/2022

<p>conversant with these procedures and take the necessary steps in the waste disposal as required by the Occupation Health and Safety Act no. 85 of 1993, National Environmental Management Act (NEMA) no. 107 of 1998 and the Environmental Conservation Act 89, Act73 of 1998.</p>	
<p>11.3 The Bidder shall indicate how many people in the company are trained in the following levels of response to the Hazardous Materials or Emergency Response by an accredited training institution:</p>	
<p>11.3.1 Awareness Level (all response staff).</p>	
<p>11.3.2 Operation Level (all response members).</p>	
<p>11.3.3 Technician Level (all response supervisors).</p>	
<p>11.4 The Bidder shall comply with the minimum vehicle and equipment requirements for response.</p>	
<p>11.5 All vehicles and trailers shall be clearly marked according to classification.</p>	
<p>11.6 Personnel involved in the collection and transportation of hazardous waste shall be issued with the necessary Personal Protective Equipment (PPE) for the task that are performed by the Bidder.</p>	
<p>11.7 If the Hazardous Waste is not disposed of or destroyed immediately the successful Bidder shall provide secure lock-up facilities and 24 hour armed security to store the hazardous waste for 72hrs.</p>	
<p>11.8 The drivers of all vehicles of the successful Bidder shall be trained in accordance with the requirements or the National Road Safety Act 93 of 1996.</p>	
<p>11.9 The vehicle of the successful Bidder shall have all the necessary Tremcard and labeling in accordance with the relevant SANS Codes and permit</p>	
<p>11.10 The successful Bidder shall ensure that all their personnel</p>	

53

**CLEAN UP, DECONTAMINATION AND REMOVAL OF
HAZARDOUS WASTE MATERIAL SUBSTANCES,
CHEMICALS AND POISONS FOUND AT THE CRIME
SCENES INCLUDING THE CLANDESTINE LABORATORIES
NATIONALLY FOR DPCI FOR A PERIOD OF TWO YEARS.**

SPEC NO. SAPS
323235/2022

working with hazardous waste are subjected to legislative prescribed medical examinations and that they are medically fit to work with hazardous substances (medicals shall be done within the contract period). Records must be available and accessible should they be requested.	
11.11 The successful Bidder shall comply with all the stipulations/regulations of the Occupational Health and Safety Act 1993 (Act no 85 of 1993) as applicable to their business of operation.	
11.12 The successful Bidder shall have their own spill response team, who will be responsible for clean-up operations in the event of incidents.	
11.13 The successful Bidder shall have written Standard Operation Procedures (SOP's) pertaining to waste removal, spillage and incident management.	
11.14 The successful Bidder shall have a written policy on Safety, Health and Environment in accordance with the OHS Act ,Act 85:1993	
11.15. Are the following organizations/persons included in the overall dangerous good emergency preparedness activities?	
11.15.1 Other responders (Specified)	
11.15.2 Environmental Organizations	
11.15.3 Safety Officer	
11.15.4 Government departments e.g. Department of Environmental Affairs	
11.16 The successful Bidder shall have determined responsibilities and capabilities for the following:	
11.16.1 Pre-response (planning and prevention)	
11.16.2 Response (implementing the plan during an emergency)	
11.16.3 Post response (clean-up and rehabilitation activities)	

54

**CLEAN UP, DECONTAMINATION AND REMOVAL OF
HAZARDOUS WASTE MATERIAL SUBSTANCES,
CHEMICALS AND POISONS FOUND AT THE CRIME
SCENES INCLUDING THE CLANDESTINE LABORATORIES
NATIONALLY FOR DPCI FOR A PERIOD OF TWO YEARS.**

SPEC NO. SAPS
323235/2022

12. LEGISLATION	
12.1	The Bidder shall comply with All National, Provincial and Local Government Legislation, Policies and Directives pertaining to the handling, transportation, storage, disposal and treatment of hazardous chemical and biological substances.
12.2.	The Bidder must ensure that all the drivers responsible for the transportation of hazardous waste have a valid professional driver's permit /license of category Code D and complies with National Road Safety Act 93 of 1996; Proof of certificate shall be made available upon request.
12.3	If the Bidder makes use of any subcontractors, these sub-contractors shall comply with the specifications as well as the legal and legislative requirements that are applicable to the Bidder.
12.4	The vehicles of the Bidder shall be roadworthy and have all the necessary tremcard and labeling in accordance with the relevant SABS Codes.
12.5	All vehicles shall be equipped with spill kits for minor spillages.
12.6	The Bidder shall ensure that all of their personnel working with hazardous waste undergo legislative prescribed medical examinations and that they are medically fit to work with hazardous substances.
12.7	All the above-mentioned requirements are subjected to verification by DPCI and the successful Bidder shall cooperate fully in this regard.
12.8	The successful bidder shall comply with the minimum standards as set out in the latest version of the relevant legislations and SANS:
12.8.1	Environmental Conservation Act 89, Act 73 of 1989,
12.8.2	National Environmental Management Act (NEMA) no. 107 of

**CLEAN UP, DECONTAMINATION AND REMOVAL OF
HAZARDOUS WASTE MATERIAL SUBSTANCES,
CHEMICALS AND POISONS FOUND AT THE CRIME
SCENES INCLUDING THE CLANDESTINE LABORATORIES
NATIONALLY FOR DPCI FOR A PERIOD OF TWO YEARS.**

**SPEC NO. SAPS
323235/2022**

1998,	
12.8.3 Human Tissues Act, Act 65 of 1983,	
12.8.4 Occupational Health and Safety Act, Act 85 of 1993 and Regulations,	
12.8.5 SANS 10248 Management of Healthcare waste,	
12.8.6 Water Act, Act 54 of 1956 as amended.	
12.8.7 Chapter 8 of the Road Traffic Act.	
12.8.8 Any other relevant legislation for destruction.	
12.9 Consignment stock: The Bidder will be solely responsible for all losses and/or damages to stock as a result to their negligence.	
12.10 Legislation: Any changes to the legislation that can affect this contract/bid in any way what so ever shall be implemented.	
12.11 Failure of Compliance: The successful Bidder shall specifically indemnify the DPCI against actions what so ever that may arise from spillage that may occur. The successful shall employ a 24 hour response team, at the Bidder's expense, to deal with such a spillage that may occur at any time.	
12.12 Injury: The Bidder shall indemnify the DPCI against any action that may be brought by an employee of the Bidder or any other third party as a result of loss, discomfort, injury or any damage that arise from this contract, as a result of the Bidder negligence.	
13. WASTE MANAGEMENT AND REHABILITATION	
13.1 The Bidder shall have access to a Thermal Desorption Process Plant to destroy Hazardous Waste and ensure that the dumping site has been audited.	
13.3 The Bidder shall have the ability to remove hazardous waste to a class H dump site if applicable and provide the name of the dump site.	
13.4 The Bidder shall make provision for the removal of the hazardous	

56

**CLEAN UP, DECONTAMINATION AND REMOVAL OF
HAZARDOUS WASTE MATERIAL SUBSTANCES,
CHEMICALS AND POISONS FOUND AT THE CRIME
SCENES INCLUDING THE CLANDESTINE LABORATORIES
NATIONALLY FOR DPCI FOR A PERIOD OF TWO YEARS.**

SPEC NO. SAPS
323235/2022

waste within 24 hours after notification or request for services was received.	
13.5 The Bidder shall have an allocated area on site for the storage of the hazardous waste such as separate holding areas for flammable liquids, chemicals and solids.	
13.7 The Bidder shall keep the following SANS Codes of Practice relating to the Safe handling and transporting of hazardous materials.	
13.7.1 SANS 1087	
13.7.2 SANS 1475	
13.7.3 SANS 1518	
13.7.4 SANS 10206	
13.7.5 SANS 10228	
13.7.6 SANS 10229	
13.7.7 SANS 10231	
13.7.8 SANS 10231-1	
13.7.9 SANS 10232-3	
13.7.10 SANS 10248	
13.7.11 SANS 10263	
13.7.12 SANS 10265	
13.7.13 SANS 10304-1	
13.7.14 SANS 10304-2	
13.7.15 SANS 10368	
13.7.16 SANS 11014-1	
13.8 All personnel must have access to above SANS systems and contents.	
13.9 The successful Bidder will be responsible for the disposal/ treatment or encapsulation of the Hazardous residues from the treatment of the Hazardous waste in accordance with relevant legislation.	
13.10 The successful bidder shall permit the nominees from DPCI to	

57

**CLEAN UP, DECONTAMINATION AND REMOVAL OF
HAZARDOUS WASTE MATERIAL SUBSTANCES,
CHEMICALS AND POISONS FOUND AT THE CRIME
SCENES INCLUDING THE CLANDESTINE LABORATORIES
NATIONALLY FOR DPCI FOR A PERIOD OF TWO YEARS.**

**SPEC NO. SAPS
323235/2022**

observe the waste disposal, incineration and/or rehabilitation
process at a disposal or destruction site as and when required.

C. PRICING SCHEDULE

COMPANY NAME (BIDDER)		
1. PRICING SCHEDULE FOR WASTE ACCESSORIES		
NO.	PRODUCT	SIZE MEASUREMENT
1.1	Liquid Container	5 Litre ICN 7240T05014938
1.2	Liquid Container	10 Litre ICN 7240184312562
1.3	Liquid Container	25 Litre ICN 7240T05014940
1.4	Sharp Container	5 Litre ICN 7240T05014942
1.5	Sharp Container	8 Litre ICN 7240T05014944
1.6	Sharp Container	20 Litre ICN 7240T05014946
1.7	Courier Bin	25 Litre ICN 7240T05014947
1.8	Courier Bin	60 Litre ICN 7240T05014951
1.9	Courier Bin	120 Litre ICN 7240T05014948
1.10	Tissue Container	10 Litre ICN 7240T05014949
1.11	Tissue Container	25 Litre ICN 7240T05014950
1.12	Lidded Bin	60 Litre ICN 7240T05014951
1.13	Speci Bin	25 Litre ICN 7240T05014952
1.14	Speci Bin	140 Litre ICN 7240T05014953
1.15	Amalgam Container	500 ml ICN 7240T05014954
1.16	Metal and/or plastic drum (acid and corrosion resistant)	210 Litre ICN 7240T05084912
1.17	Wheelie Bins	140 Litre ICN 7240T05035516

**CLEAN UP, DECONTAMINATION AND REMOVAL OF
HAZARDOUS WASTE MATERIAL SUBSTANCES,
CHEMICALS AND POISONS FOUND AT THE CRIME
SCENES INCLUDING THE CLANDESTINE LABORATORIES
NATIONALLY FOR DPCI FOR A PERIOD OF TWO YEARS.**

SPEC NO. SAPS
323235/2022

1.18	Wheelie Bins	240 Litre ICN 7240T05014957
1.19	Box with lid	142 Lire ICN 8115T05073029
1.20	Box with lid	50 Litre ICN 7240T05084914

2. PRICING SCHEDULE FOR DESTRUCTION (RAND PER KILOGRAM)

NO.	CATEGORY	PRODUCT	DISPOSAL METHOD
2.1.	Chlorinated Organic Waste and Carcinogenic materials.	Such as: Chloroform Dichloromethane Benzidene Acetonitrile	Thermal Desorption process. Incineration
2.2	Non Chlorinated Waste	Such as: Ethanol Methanol Acetone Hexane Isopropanol Ethyl Acetate Paraffin	Thermal Desorption process. Incineration
2.3	Non Anatomical Biological Hazardous Waste	Any object contaminated with a biological substance.	Thermal Desorption process. Incineration
2.4	Non Anatomical Biological Hazardous Waste	Sharps and blades Sharp Containers	Thermal Desorption process. Incineration
2.5	Anatomical Biological Waste	Human tissue Bone Contaminated Glass Food Blood Urine	Thermal Desorption process. Incineration
2.6	Narcotics	All kinds of narcotics or any combination thereof	Thermal Desorption process.

**CLEAN UP, DECONTAMINATION AND REMOVAL OF
HAZARDOUS WASTE MATERIAL SUBSTANCES,
CHEMICALS AND POISONS FOUND AT THE CRIME
SCENES INCLUDING THE CLANDESTINE LABORATORIES
NATIONALLY FOR DPCI FOR A PERIOD OF TWO YEARS.**

SPEC NO. SAPS
323235/2022

			Incineration
2.7	Strong Oxidizers	Such as: Ammonia Sodium Hydrochloride	Thermal Desorption process. Incineration
2.8	Inorganic and Organic acids and basis	Such as: Sulphuric acid Hydrochloric acid Formic acid Acetic Acid	Thermal Desorption process. Incineration
2.9	Heavy Metals	Such as: Mercury waste Lead Cadmium	Thermal Desorption process. Incineration
2.10	Toxins	Such as: Phostoxin Naphtylamine Rodenticides Carbamates Pesticides Chlorinated hydrocarbon pesticides. Any other kind of toxin.	Thermal Desorption process. Incineration
2.11	Not otherwise specified	Empty Plastic acid Containers. Empty Solvent Containers. Fluorescent tubes.	Thermal Desorption process. Incineration
2.13	Contaminated glassware and aerosols	Such as: Pasteur pipettes Durham tubes GC-MS vials	Thermal Desorption process. Incineration
2.14	Miscellaneous	Any hazardous object, liquid or material that is contaminated with hazardous substances	Thermal Desorption process. Incineration
2.15	Site Establishment	Point 4 in specifications	

3. PRICING SCHEDULE PER SITE

NO.	CATEGORY
3.1	Cleaning up of the general crime scene (R/M ²)
3.2	Clean-up of chemical spillages at the crime scene (R/M ²)

60

**CLEAN UP, DECONTAMINATION AND REMOVAL OF
HAZARDOUS WASTE MATERIAL SUBSTANCES,
CHEMICALS AND POISONS FOUND AT THE CRIME
SCENES INCLUDING THE CLANDESTINE LABORATORIES
NATIONALLY FOR DPCI FOR A PERIOD OF TWO YEARS.**

SPEC NO. SAPS
323235/2022

3.3	Decontamination of the crime scene(R/M ²)
3.4	Transportation Costs of the vehicle &including driver(1.6-3 tons) ICN 9825T05087168
3.5	Transportation Costs of the vehicle &including driver(4-6 tons) ICN 9825T05087169
3.6	Transportation Costs of the vehicle &including driver(6-8 tons) ICN 9825T05087170
3.7	Transportation Costs of the vehicle &including driver(>8 tons) ICN 9825T05087171


MAJOR GENERAL
COMPONENT HEAD: SERIOUS ORGANISED CRIME INVESTIGATION
DIRECTORATE FOR PRIORITY CRIME INVESTIGATION
ADR KHANA
DATE: 2023/07/01

61

**CLEAN UP, DECONTAMINATION AND REMOVAL OF
HAZARDOUS WASTE MATERIAL SUBSTANCES,
CHEMICALS AND POISONS FOUND AT THE CRIME
SCENES INCLUDING THE CLANDESTINE LABORATORIES
NATIONALLY FOR DPCI FOR A PERIOD OF TWO
YEARS.SPEC NO. SAPS 323235/2022**

SPEC NO. SAPS
323235/2022

SPECIAL CONDITIONS TO BE INCLUDED IN THE BID

1. Authentic documentation providing proof of the monitoring of emissions by the Disposal site shall accompany the bid proposal	
2. Authentic documentation providing proof of certification of disposal plant by various relevant Government Departments and applicable Legislation.	
3. The bidder shall declare if subcontractors will be used for the purpose of delivering the service required as per the bid specification. If they comply, the Bidder must supply the details of these Sub-contractors.	
4. Declare all contract depots and branches nationally as well as their contract details.	
5. Bidders that are at the time of the Bid, involved in any criminal investigation legal action or civil suits against them will not be considered during the bid evaluation.	
6. All the above mentioned requirements are subjected to verification by the DPCI and the Bidder shall fully cooperate in this regard.	
7. Prospective Bidders shall disclose any Pending Investigation with reference number by the Environmental affairs or any government department to the DPCI.	
8. The successful bidder shall subject its management and personnel responsible for waste removal and excessive exhibit transportation to the vetting processes and such information must be made available to the DPCI	
9. All prices of containers must include the liners, cable ties, lids, hazardous material tape roll and transport costs	

**CLEAN UP, DECONTAMINATION AND REMOVAL OF
HAZARDOUS WASTE MATERIAL SUBSTANCES,
CHEMICALS AND POISONS FOUND AT THE CRIME
SCENES INCLUDING THE CLANDESTINE LABORATORIES
NATIONALLY FOR DPCI FOR A PERIOD OF TWO
YEARS. SPEC NO. SAPS 323235/2022**

**SPEC NO. SAPS
323235/2022**

10. The successful bidder will be subjected to quarterly evaluation process till the end of the contract in terms of hazardous waste material collection, storage, disposal and empty hazardous waste material container management in order to determine compliance.	
11. The following documents must also be submitted with the bid document:	
11.1. The copy of Safe Working Procedure must accompany the bid proposals	
11.2. Authentic copies of the valid license to:	
11.2.1. Transport hazardous waste material.	
11.2.2. Store hazardous waste material.	
11.2.3. Incinerate, encapsulate and treat hazardous waste material.	
12. Written compliance certification shall accompany the bid within the application certifying that the necessary requirements as stipulated in the paragraph. 12.8, 13.7, specifically SANS 10248, and to local government legislation. Failure to comply with the above-legal requirements will invalidate the bid proposals and the bid application will be excluded from the bid evaluation process.	
13. All certificates shall be supplied with the bid application by the closing date of the bid. If not submitted, the bid proposal will be excluded from the bid evaluation process.	
14. Written compliance certification shall be submitted by the Bidder within the Bid document certifying that the necessary requirements as stipulated in the legislation, specifically Local Government Legislation and SANS 10248(paragraph 7), with	

**CLEAN UP, DECONTAMINATION AND REMOVAL OF
HAZARDOUS WASTE MATERIAL SUBSTANCES,
CHEMICALS AND POISONS FOUND AT THE CRIME
SCENES INCLUDING THE CLANDESTINE LABORATORIES
NATIONALLY FOR DPCI FOR A PERIOD OF TWO
YEARS.SPEC NO. SAPS 323235/2022**

SPEC NO. SAPS
323235/2022

regards to the use of the correct containers for the Biohazard Waste and similar waste. Failure to comply with this may invalidate the bid proposal and the bid proposal will be excluded from the bid evaluation process.	
15. The Bidder shall ensure that safe working procedures exist for the Hazardous Waste Collection and disposal. Furthermore it shall ensure that all its employees or third party participants are conversant in these procedures and take the necessary steps in the waste disposal as required by the Occupational Health and Safety Act, Act no 85 of 1993, and National Environmental Management Act (NEMA) no. 107 of 1998 and National Environment Waste Act (NEMWA) no.58 of 2008. The copy of Safe Working Procedure must accompany the bid proposals.	
16. The Bidder shall provide the necessary certificate for the transportation of hazardous material.	
17. The Bidder shall provide a list of disposal site/s where disposal/ treatment/ encapsulation of waste will take place or are used to dispose waste. Authentic documentation providing proof of using these premises must be supplied with the bid proposal. If not submitted the bid proposals may be excluded from the bid evaluation process.	
18. The Bidder shall disclose the name of the company or name list of companies that they are using for disposal of hazardous waste. Authentic documentation providing proof of using these premises must be supplied with the bid proposal if not submitted the bid proposals will be excluded from the bid evaluation process	

64

**CLEAN UP, DECONTAMINATION AND REMOVAL OF
HAZARDOUS WASTE MATERIAL SUBSTANCES,
CHEMICALS AND POISONS FOUND AT THE CRIME
SCENES INCLUDING THE CLANDESTINE LABORATORIES
NATIONALLY FOR DPCI FOR A PERIOD OF TWO
YEARS.SPEC NO. SAPS 323235/2022**

**SPEC NO. SAPS
323235/2022**

19. The Bidder shall provide the name of the companies or name list that they are using for the encapsulation of hazardous waste. Authentic documentation providing proof of using these premises must be supplied with the bid proposal if not submitted the bid proposals will be excluded from the bid evaluation process	
20. The Bidder shall provide a certificate pertaining to their incinerator/s that it is functioning correctly according to applicable legislation and standards including the OHS Act (Act 85 of 1993) and National Environmental Management Act (NEMA) Act no 107 of 1998 with the bid proposal. If not submitted the bid proposals will be excluded from the bid evaluation process	
21. The companies have to indicate how long these incinerators plants have been in operation, by means of certificates.	
22. Certified copies of ALL relevant certificates (mentioned above) are required to be handed in with the bid document.	
23. The Bidder shall provide proof that the dumpsite have been audited at least once a year. Authentic documentation providing proof shall be provided with the bid.	
24. The Bidder shall have an allocated area on site for the storage of the hazardous waste. There shall be separate holding areas for flammable liquids, chemicals and solids. This site must be compliant with applicable legislation and standards provision. Copy of compliance certificate must be provided with the bid proposal.	
25. Personnel involved in the collection and transportation of hazardous waste material shall be trained for at least Hazmat training and shall be in possession of a valid certificate. The	

65

**CLEAN UP, DECONTAMINATION AND REMOVAL OF
HAZARDOUS WASTE MATERIAL SUBSTANCES,
CHEMICALS AND POISONS FOUND AT THE CRIME
SCENES INCLUDING THE CLANDESTINE LABORATORIES
NATIONALLY FOR DPCI FOR A PERIOD OF TWO
YEARS. SPEC NO. SAPS 323235/2022**

**SPEC NO. SAPS
323235/2022**

certificate must be supplied with the bid proposal	
26. The Bidder shall have an Emergency Action Plan in place, and provide proof with the bid document.	
27. Written compliance certificate shall be submitted by the Bidder together with the bid document stipulating that the necessary permission, registration or certification has been obtained from the relevant legislative, professional and other required authorities and any role player. Failure to comply with this will Invalidate the bid proposal, and the bid proposal will be excluded during the bid evaluation process.	
28. The Bidder shall provide proof of registration as transporter of Hazardous Waste. Failure to comply with this may invalidate the bid.	
29. A copy of insurance contract shall be submitted with the bid documents. Failure to comply with this may invalidate the bid.	
30. The Bidder shall provide documented proof of waste disposal. (Valid Certificates)	

SPECIFICATIO APPROVAL PAGE

End User Approval

Directorate for Priority Crime Investigation, Serious Organised Crime


MAJOR GENERAL

COMPONENT HEAD: SERIOUS ORGANISED CRIME INVESTIGATION

DIRECTORATE FOR PRIORITY CRIME INVESTIGATION

ADR KHANA

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.

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 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 | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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

- 77
- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of Liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6,
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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