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DEPARTMENT: SOUTH AFRICAN POLICE SERVICE ☐ ☐

REPUBLIC OF SOUTH AFRICA

Private Bag X254, Pretoria, 0001, Tel: 012 - 841 7459, Facsimile: 012 - 841 7071
117 Cresswell Road, Silverton, Pretoria

The Manager

Reference no: 19/1/9/1/132TP (22)

Date: _____

Enquiries: _____

Tel no: _____

Fax no: _____

Sir / Madam

REQUIRED BY THE SOUTH AFRICAN POLICE SERVICE

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

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

The conditions contained in the attached annexures apply.

The bid must be submitted in a sealed envelope with the name and address of the bidder with the bid number closing date indicated on the envelope. The cover or envelope must not contain documents relating to any bid other than that shown on the cover or envelope.

Bids submitted per mail must be sent per registered mail. The Bid must still reach this office before the closing date and time. Failure to do so will invalidate the bid.

The bid will be valid for a period of 90 days after the closing date.

The attached forms/annexures, if completed in detail and returned, will form part of your bid.

You are advised to acquaint yourself with the contents of the attached General Conditions of Contract

It will be expected of the successful bidder to sign the formal contract at this office within seven (7) days after he/she has been informed to this effect.

Yours faithfully

Colonel
E.S. STRYDOM
Procurement MGP & Services

COLONEL
ACTING SECTION HEAD: PROCUREMENT MANAGEMENT
MOVABLE GOVERNMENT PROPERTY
ES STRYDOM

PLEASE NOTE 2



BID NO: 19/1/9/1/132TP (22)
CLOSING TIME: 11:00 ON 2023/03/27

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

PLEASE NOTE AND ADHERE TO PARAGRAPH 1 OF THE SPECIAL CONDITIONS.
FAILURE TO COMPLY WILL INVALIDATE YOUR OFFER.

NOTED BY THE BIDDER:

SIGNATURE: BIDDER

DATE



BID DOCUMENT CHECKLIST

BID NO:

19/1/9/1/132TP (22)

DESCRIPTION: BID NO. 19/1/9/1/132TP (22): SUPPLY OF WASTE ACCESSORIES, REMOVAL AND DISPOSAL OF HAZARDOUS WASTE AT DIVISION: DETECTIVE AND FORENSIC SERVICES: COMPONENT: FORENSIC SCIENCE LABORATORY: NATIONAL AND REGIONAL LABORATORIES (GAUTENG, KWAZULU-NATAL, WESTERN CAPE AND EASTERN CAPE) FOR A PERIOD OF THREE (3) YEARS

(Mark with Yes or No)

NO.	REQUIREMENTS	Procurement Office	Bidder	Bid Management
1	SBD forms (1,4 and 6.1)	X		
2	Pricing Schedule	X		
3	Central Supplier Database Profile	X		
4	Applicable Capability / Test Report / SABS or Compliance Certificate	N/A		
5	Profit Margin	X		
6	Special Requirements and Conditions	X		

BIDDER:

NAME IN PRINT _____
SIGNATURE _____
DATE _____

NAME IN PRINT _____
SIGNATURE _____
DATE _____

BID MANAGEMENT:

X = REQUIRED

YES = SUBMITTED / RECEIVED

NO = NOT SUBMITTED / NOT RECEIVED

NOTICE!!!! NOTICE!!!!

**ALL BID DOCUMENTS MUST BE HANDED IN AND
REGISTERED AT SECURITY OFFICE BY THE PERSON
HANDING IN THE DOCUMENTS AT 117 CRESSWELL ROAD
SILVERTON, PRETORIA SCM: ON OR BEFORE 2023-03-27
BY 11:00 AM**

**A COMPULSORY BRIEFING SESSION WILL BE HELD ON
2023-03-09 AT, SCM 117 CRESSWELL STREET, SILVERTON,
PRETORIA, OFFICER'S HALL @ 10:00**

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PART A INVITATION TO BID

1. YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN POLICE SERVICE

BID NUMBER:	19/1/9/1/132TP (22)	CLOSING DATE:	2023-03-27	CLOSING TIME:	11:00 AM
DESCRIPTION:	SUPPLY OF WASTE ACCESSORIES, REMOVAL AND DISPOSAL OF HAZARDOUS WASTE AT DIVISION: DETECTIVE AND FORENSIC SERVICES: COMPONENT: FORENSIC SCIENCE LABORATORY, NATIONAL AND REGIONAL LABORATORIES: SECTION CHEMISTRY: (GAUTENG, KWAZULU-NATAL, EASTERN CAPE AND WESTERN CAPE) FOR A PERIOD OF THREE (3) YEARS				

2. BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

DIVISIONAL COMMISSIONER	DIVISIONAL COMMISSIONER
SUPPLY CHAIN MANAGEMENT	SUPPLY CHAIN MANAGEMENT
SOUTH AFRICAN POLICE SERVICE	SOUTH AFRICAN POLICE SERVICE
117 CRESWELL ROAD	PRIVATE BAG X254
SILVERTON	PRETORIA
PRETORIA	0001

4. BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

5. TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	CONTACT PERSON
TELEPHONE NUMBER	TELEPHONE NUMBER
FACSIMILE NUMBER	FACSIMILE NUMBER
E-MAIL ADDRESS	E-MAIL ADDRESS

6. SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE NUMBER: MAAA

NTRAL SUPPLIER DATABASE REGISTRATION REPORT	[TICK APPLICABLE BOX] Yes ☐ No ☐		
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	[IF YES, ENCLOSE PROOF] Yes ☐ No ☐	ARE YOU A FOREIGN BASED /SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	[IF YES, ANSWER PART A:8] Yes ☐ No ☐

8. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES ☐ NO ☐
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES ☐ NO ☐
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES ☐ NO ☐
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	YES ☐ NO ☐
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	YES ☐ NO ☐

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. THE BID BOX IS GENERALLY OPEN 24 HOURS A DAY, 7 DAYS A WEEK.	1.3. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED - (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.4. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/ IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).	1.5. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/ IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.
1.6. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	1.7. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILED THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .	2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. GENERAL	
3.1 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH PERSONS IN THE SERVICE OF THE STATE."	NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

SUPPLIER TO COMPLETE

KINDLY REGISTER ON NATIONAL TREASURY CSD: WWW.CSD.GOV.ZA AND OBTAIN A CSD SUPPLIER NUMBER	YES	Are you a NEW supplier?	Supplier Number in CSD	Supplier Number in POLFIN
	YES	Are you an EXISTING Supplier?		
KINDLY PROVIDE YOUR CSD AND POLFIN SUPPLIER NUMBER				

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

OFFICE USE ONLY

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

BID VALIDITY PERIOD: 90 DAYS

DATE AND TIME OF BID: @ 11h00

SUPPLY OF WASTE ACCESSORIES, REMOVAL
AND DISPOSAL OF HAZARDOUS WASTE AT
DIVISION: DETECTIVE AND FORENSIC
SERVICES: COMPONENT: FORENSIC SCIENCE
LABORATORY: NATIONAL AND REGIONAL
LABORATORIES (GAUTENG, KWAZULU-
NATAL, WESTERN CAPE AND EASTERN CAPE)
FOR A PERIOD OF THREE (3) YEARS

BID NUMBER: 19/1/9/1/132TP (22)

SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/132TP (22)



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1. ABBREVIATIONS

BAC: Bid Adjudication Committee
B-BBEE: Broad-Based Black Economic Empowerment
CPA: Contract Price Adjustment
ISO: International Organisation for Standardisation
QC: Quality Control
ROE: Rate of Exchange
SABS: South African Bureau of Standards
SANAS: South African National Accreditation System
SBD: Standard Bidding Document
STATS SA: Statistics South Africa
VAT: Value-Added Tax

NO.	DOCUMENT NAME	YES	NO
1	SBD 1 Invitation to bid		
2	Central Supplier Database Report		
3	SBD 4 Declaration of interest		
4	SBD 6 (1): Preference Points Claimed (BBBEE)		
5	Special Conditions of Contract		
6	General Conditions of Contract		
7	Test reports (if applicable)		
8	Mandatory documents (if applicable)		

2. BID DOCUMENT CHECK LIST



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/132TP (22)

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3. SCOPE

The South African Police Service requires prospective suppliers to submit bids for the Supply Waste Accessories, Removal and Disposal of all Hazardous Waste generated by the South African Police Service (SAPS): Forensic Science Laboratory: National and Regional Laboratories (Gauteng, KwaZulu-Natal, Eastern Cape and Western Cape) for a Period of Three (3) years, in accordance with Specification 2594/2022 and shall commence on the date of signature of the contract by both parties.

4. SECTION A

4.1 LEGISLATIVE AND REGULATORY FRAMEWORK

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract (SCC) are supplementary to that of the General Conditions of Contract (GCC). Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

4.2 BID INFORMATION/BRIEFING SESSION

A compulsory briefing session will be held at Division Supply Chain Management. Failure to attend the compulsory briefing session will invalidate your bid document.

4.3 EVALUATION CRITERIA

The evaluation process will be conducted in phases as follows:

Phase 1	Administrative and Mandatory Bid Requirements
Phase 2	Technical Compliance
Phase 3	Price and B-BBEE



Compliance with Mandatory and Administrative Bid requirements / requirements / specification.	Bids evaluated in terms of the 80/20 Preference system.	Compliance with forms must be requirements. SBD completed and signed.
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4.3.1 PHASE 1: ADMINISTRATIVE AND MANDATORY BID REQUIREMENTS

4.3.1.1 ADMINISTRATIVE AND OTHER BID REQUIREMENTS

Bidders' must submit all requirements indicated hereunder with the bid documents at the closing date and time of the bid. During this evaluation phase, bidder's responses will be evaluated based on the documents submitted. Bidders who fail to comply with any of administrative requirements may be disqualified.

ADMINISTRATIVE DOCUMENTS - NAME OF THE DOCUMENT THAT MUST BE SUBMITTED	
Invitation to Bid - SBD 1	YES - Please complete and sign the supplied form
Declaration of Interest - SBD 4	YES - Please complete and sign the supplied form.
Preference Point Claim Form SBD 6.1	YES - Generally, non-submission will lead to a zero score preference points.
General Conditions of Contract	NO - Bidders <u>must only familiarise</u> themselves with the content of the document
Special Conditions of Contract	YES - Bidders must sign acknowledgement that they <u>familiarise</u> themselves with the content of the document
Cost components	YES - Please submit the completed cost component breakdown as per example in the Special Conditions of Contract.

OTHER BID REQUIREMENTS

The bidder must bid for the site in which it has an applicable certificate for the disposal of hazardous waste. Documentation must be submitted with the bid document.	YES - To be submitted together with the bid document.
The bidder must have a written policy on Safety, Health and the Environment. (Section 7 of OHS Act of 1993).	YES - To be submitted together with the bid document.



4.3.1.2 MANDATORY REQUIREMENTS

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

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

YES- To be submitted together with the bid document.	All applicable legislation which may include but not be limited to the Occupational Health and Safety Act, National Environmental Management Act and others must be adhered to at all times by the bidder through the service delivered to the South African Police Service – Forensic Science Laboratories.
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YES – Please complete the price schedule with the bid at the closing date and time. Please take note that lead times (Delivery period) should be completed. Please do not leave any blank space on the required fields. YES – The <u>CSD</u> and the <u>tax status pin</u> are the approved method that will be utilized to verify tax compliance. YES – Please submit CSD report to prove registration and preference points. YES – Bidders sourcing products from a third party must submit the authorisation declaration letter of the third party. (Lead time must be indicated). Refer to paragraph 7.1 for detailed information required. YES – To be submitted together with the bid document.	Pricing Schedule Tax Clearance Requirements Central Supplier Database registration Authorisation Declaration The bidder must have written Standard Operating Procedure (SOP) for hazardous waste collection and disposal (On-site and off-site), and a copy of such must be furnished with the bid document. Furthermore it shall ensure that all its employees or third party participants are conversant in these procedures and shall adhere to all the necessary steps for waste disposal as required by the Occupational Health and Safety Act, Act no 85 of 1993. The bidder must provide a valid permit to transport or dispose waste from the relevant department(s) with the bid document.
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YES - The bidder must provide a list of all dumping sites and any other site used to dispose each category of waste. A certificate of approval for the use of these disposal premises must be attached to the bid documents.	YES - The bidder must provide the name of the company and/or name list of companies that they are using for disposal, incineration, encapsulation, or a Thermal Desorption Process plant for hazardous waste. Proof of using these premises and letter of agreement are required and submitted with the bid document.
YES - To be submitted together with the bid document.	The Bidders must provide a certificate pertaining to incinerators that the bidder is using that it is functional and in accordance to the OHS Act No. 85 of 1993, and National Environmental Management: Waste Act No. 59 of 1998. Proof of using these premises and letter of agreement is required and submitted with the bid document.
YES - To be submitted together with the bid document.	Personnel involved in the collection and transportation of hazardous waste must be trained to at least Hazmat Operations level and must be in a possession of a SAESI (South African Emergency Services Institute) accredited certificate in Hazmat Operations or any other relevant SETA approved qualifications. Proof of such certificates must be attached to the bid documents.
YES - To be submitted together with the bid document.	The bidder must have an Emergency Action Plan in place.
YES - To be submitted together with the bid document.	Written documentation must be submitted by the bidder stipulating that the necessary permission, registration and/or certification has been obtained from all relevant legislative, professional and other required authorities and any role player. Failure to comply with this will invalidate the bid. Proof of such certificates must be attached to the bid documents
YES - To be submitted together with the bid document.	The bidder must provide proof of registration as the transporter of Hazardous Biological and Chemical Waste. Failure to comply with this will



4.3.2 PHASE 2: TECHNICAL COMPLIANCE

invalidate the bid. Proof of such certificates must be attached to the bid documents.	
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This phase entails the evaluation of bids for technical compliance.

South African National Standards and/or Private Specifications

- a) Items must comply with standards and/or specifications as per South African Police Service Spec 2594/2022 included in the bid document.
- b) Bidders must enquire at the following institutions for the relevant standards. A list of accredited institutions is available on the SANAS website <http://www.sanas.co.za> or <http://www.sanas.co.za/contact.php>

STANDARDS:

SANS, SABs, ISO AND CKS specifications are available from South African Bureau of Standards Office's countrywide. Obtaining of such standards will be the responsibility of and for the account of the prospective bidder. To purchase standards, obtain quotes or enquire about the availability of e-Standards, please contact Standards Sales at: Email: Postal Address: Private Bag X191, Pretoria, 0001; Physical Address: 1 Dr Lategan Road, Groenkloof, Pretoria. Tel: (012) 428 6883, Fax: (012) 428 6928, E-mail: sales@sabs.co.za Website: www.sabs.co.za and follow the "Search/Buy Standards" link

South African National Accreditation System (SANAS):

The contact details of SANAS are as follows: Postal Address: Private Bag x 23, Sunnyside, Pretoria, 0132; Physical Address: The DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, 0002, Tel: 012- 394 3760, Fax: 012-3940526.

4.3.3 PHASE 3: PREFERENCE POINT SYSTEM AND PRICE

i. Preference points system 80/20

- a) In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by



the South African Police Service on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

b) The bid price (maximum 80 points) – Specific goals (maximum 20 points)
The following formula will be used to calculate the points for price:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration
 P_t = Price of tender under consideration; and
 $P_{\min}$ = Price of lowest acceptable tender.

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

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

- d) Bidders are required to complete the preference claim form (SBD 6.1).
e) The points scored by a bidder in respect of the specific goals will be added to the points scored for price.
f) Only bidders who have completed and signed the declaration part of the preference claim form will be considered for specific goals points.
g) Failure on the part of the bidder to comply with the paragraphs above will be deemed that specific goal points are not claimed and will therefore be allocated a zero (0).
h) The South African Police Service may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.
i) The points scored will be rounded off to the nearest 2 decimals.
j) In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of specific goal points.



- k) However, when functionality is part of the evaluation process and two or more bidders have scored equal points including equal specific goal points, the contract will be awarded to the bidder scoring the highest for functionality.
- l) Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
- m) A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.
- n) In terms of this bid specifically the bidder will be evaluated purely on the criteria attached in the table above as no pricing is required for this bid.

5. VALUE ADDED TAX

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

6. PRICING STRUCTURE AND SCHEDULE

- a) One price is required per item and prices quoted must be furnished on the basis of supply and delivery including Value Added Tax.
- b) The yearly prices MUST be all inclusive. This means, all direct and indirect related costs must be included in the prices and be firm for the period of one year.
- c) The pricing schedule will be accessible from the bid document. All prices must be submitted with the bid document.
- d) Conditional discounts offered will not be used for evaluation purposes.
- e) Pricing provided for term contracts must remain firm for the first year after signing of the contract. Contract price adjustments must be applied for

7. OTHER LEGISLATIVE AND REGULATORY REQUIREMENTS SPECIFIC TO THIS BID

7.1 AUTHORISATION DECLARATION/ LETTER FROM THE MANUFACTURER

- Any bidder the actual service provider and will be sourcing the services from another company the bidder must submit an unconditional letter from the service provider(s) confirming firm arrangement(s) in this regard, which has to accompany the bid at the closing date and time of bid. The said company or supplier must:
- confirm that it has familiarised itself with the item description, specifications and bid conditions
- If the bid consist of more than one item, it should be clearly indicated in respect of which item(s) the supportive letter has been issued.



- It must be indicated in the above-mentioned letter that firm arrangements have been made and all financial arrangements with regard to payment between the prospective bidder and service provider issuing such a letter has been finalized and terms and conditions mutually agreed upon.

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

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

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

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

8. TAX COMPLIANCE REQUIREMENTS

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

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

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

9. FORMAT AND SUBMISSION OF BIDS

In order to simplify the evaluation process, Bidders are required to submit their bids hard copy in the following manner: -(Take note of Paragraph 8, Supra)

Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder /contractor to conduct business with

fronting does not exist.
during such enquiry / investigation, the onus will be on the bidder / contractor to prove that Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established enquires/investigations to determine the accuracy of the representation made in bid documents. The South African Police Service, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents.

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

12. FRONTING

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

11. COUNTER CONDITIONS

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

10. LATE BIDS

SECTION	REQUIRED DOCUMENTS
Section 1	Standard bidding documents (SBD 1, SBD 3.1 or 3.2 or 3.3, SBD 4, SBD 6.1 and CSD report
Section 2	Authorisation Declaration and item list
Section 3	Test reports
Section 4	Any other information (e.g. Company profile, Local economic development submission etc.)





the public sector for a period not exceeding ten years, in addition to any other remedies the South African Police Service may have against the bidder / contractor concerned.

13. SUPPLIER DUE DILIGENCE

The South African Police Service reserves the right to conduct supplier due diligence prior to award or at any time during the evaluation process. During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof will disqualify the bid.

The South African Police Service also reserves a right to conduct supplier due diligence during the contract period. Information submitted by the contractor will be verified and any misrepresentation thereof the South African Police Service reserves a right to institute remedial actions available. Due diligence may include preannounced or no-announce site visits.

Specific Due diligence requirements pertaining to this bid:

→ Identified physical official premises indicating established company with provision for services Requested.

→ Confirmation of physical address as per SBD1.

→ Verification of systems to conduct required services, in place and sufficient staff complement.

→ Verification of vehicle fleet to conduct services.

→ Verification of all valid driving permits and other documentation as specified in Specification 2594/2022.

14. COMMUNICATION

SAPS: Procurement and Contract Management with permission of the BAC may communicate in writing with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.

Any communication to any other government official or a person acting in an advisory capacity for the South African Police Service in respect of this bid between the closing date and the award of the bid by the bidder is discouraged.

All communication between the bidder and the SAPS: Procurement Management MGP & Services must be done in writing.

15. CONTACT DETAILS

BID & SAMPLE ENQUIRIES

Procurement Management MGP & Services



Address: 117 Cresswell Street, Weavind Park, Pretoria.

Tel: (012) 841 7745

E-mail: Lallam@sap.gov.za

16. SECTION B

16.1 CONTRACT PERIOD

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

16.2 RIGHT OF AWARD

The South African Police Service reserves its following rights:-

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

16.3 MULTIPLE AWARD

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



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

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

16.4 NEGOTIATIONS

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

16.5 QUALITY

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

16.6 DELIVERY AND QUANTITIES

16.6.1 DELIVERY BASIS

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

16.6.2 QUANTITIES

Quantities cannot be guaranteed.

17. SECTION C

17.1 ROLES AND RESPONSIBILITIES

17.1.1 CONTRACT ADMINISTRATION



The administration and facilitation of the contract will be the responsibility of SAPS Contract Management and all correspondence in this regard must be directed to the following address:
The Head: Procurement and Contract Management Supply Chain Management
Private bag x 254, Pretoria, 0001,
Contractors must advise the SAPS Contract Management immediately when unforeseeable circumstances will adversely affect the execution of the contract.
Full particulars of such circumstances as well as the period of delay must be furnished to the Section Head Bid Management: Supply Chain Management: SAPS – email: Smid3@saps.gov.za and Tel: 012-841 7119

17.1.2 SUPPLIER PERFORMANCE MANAGEMENT

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

17.2 ORDERS AND DELIVERY

17.2.1 ORDERS

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

17.2.2 DELIVERY

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



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

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

17.3 PRODUCT ADHERANCE / BRAND CHANGE

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

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

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

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

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

17.4 POST-AWARD PRODUCT COMPLIANCE PROCEDURES

The following post-award product compliance procedures will apply:

17.5 PRE-PRODUCTION SAMPLES FOR TESTING

Where pre-production testing is required, it will be expected from the successful bidder (contractor) to submit three (3) Pre-production samples to the relevant SANAS approved testing institution. The contractor will be required to submit pre-production sample(s) to the testing institution at the written request of the purchasing institution concerned.

Unless the purchasing institution decides otherwise, the pre-production samples must be submitted within 30 days of the date on which the supplier was requested to do so. Mass production shall only commence after the purchasing institution and the contractor have been advised by the testing institution that the pre-production samples passed.

The South African Police Service will only be responsible for the cost of first attempt pass of the pre-production samples testing. See the below table for further details:



Test attempt	Results	Party responsible for the cost of testing
First attempt	Pass	Purchasing institution
	Fail	Contractor
Second attempt	Pass	Contractor
	Fail	Contractor
Third attempt	Pass	Contractor
	Fail	Contractor

In the event that the first pre-production test fail, a second test and sample(s) of pre-production testing incorporating corrections/improvements is required. The corrected samples must reach the relevant SANAS approved testing institution within 14 working days after the relevant institution had notified the contractor of its findings.

In the event that the second pre-production test fail, a third test and samples of pre-production testing incorporating corrections/improvements is required. The corrected samples must reach the relevant SANAS approved testing institution within 7 working days after the relevant institution had notified the contractor of its findings.

17.6 QUALITY ADHERANCE

Bidder's attention is drawn to paragraph 8 of the General Conditions of Contract regarding inspection, tests and analysis.

If the delivered supplies are not in accordance with the contract requirements, the cost of inspections, tests and analysis done by an independent testing facility shall be paid by the contractor.

17.7 CONTRACT PRICE ADJUSTMENT

17.7.1 Formula

Prices submitted for this bid will be regarded as non-firm and subject to adjustment(s) in terms of the following formula, defined areas of cost and defined periods of time.

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

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

17.8.1 Adjustable amount

17.8 FORMULA COMPONENT DEFINITIONS

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

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

The following price adjustment formula will be applicable for calculating contract price adjustments (CPA).

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17.8.2 Fixed portion

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

17.8.3 Cost components and proportions

a) The cost components of the contract price usually constitute the cost of materials (raw material or finished product), cost of direct labour, cost of transport and those other costs which are inclined to change. The proportions are the contribution to the contract price of each of these cost components. In this bid the following cost components will be used to calculate contract price adjustments.

b) Bidders are requested to submit the cost breakdown of the bid price for each item with their bid. Should the cost breakdown be the same for all items on the bid, please indicate it clearly in the bid document. Successful bidders will not be allowed to change the cost breakdown of bid prices during the tenure of the contract.

c) In a case where the same cost components are applicable to all items offered please fill out the Cost components document attached with the bid other than that cost components must be indicated on each line item when finalising pricing schedule.

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



17.8.4 Applicable indices / references

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

Cost component	Index Publication	Index Reference
D1 – Imported Raw Material / Finished product (if applicable)	Supplier / Manufacturer invoice(s) and remittance	Documentary evidence to accompany claim.
D2 - Local Raw Material / Finished product (if applicable)	STATS SA P0142.1 (PPI)	Textiles, clothing and footwear- Clothing OR
D3 - Labour	STATS SA P0141 (CPI), Table E OR Labour agreement ²	Table E - All Items OR Labour agreement to be provided
D4 – Transport	STATS SA P0141 (CPI) Table E	Table E - Transport – Other Running Cost
D5 – Housing and utilities	STATS SA P0141 (CPI) Table E	Table E – Housing and utilities Headline
D6 – other	Specify	Documentary evidence to accompany application

17.8.5 Base Index Date

The base index date applicable to the formula is defined as the date at which the price adjustment starts. In this bid the base index date is 2023-02-01.



17.8.6 End Index Date

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

17.8.7 Price Adjustment Periods

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

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

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

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

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

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

The formula described above will be used and the imported cost component of the bid price (D1) will be adjusted taking into account the base RoE rate (refer paragraph 30.3.4) and the average RoE rate over the period under review indicated in paragraph 30.3.6 below.

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



the base rate (paragraph 30.3.4) for the earlier invoice and the average RoE rate for the period under review as indicated in paragraph 30.3.6 below for the later invoice.

The imported cost component (D1) will be adjusted together with all the other cost components indicated in paragraph 30.2.3 and 30.2.4 above and at the predetermined dates indicated in paragraph 30.2.7 above

Rate(s) of exchange to be used in this bid in the conversion of the bid price of the item(s) to South African currency is indicated in the table below.

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

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

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

Adjustment	Average exchange rates for the period:
1st Adjustment	Date to Date
2nd Adjustment	Date to Date

18. GENERAL

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

**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 19/1/9/132TP (22)
Closing Time 11:00	Closing date: 2023-03-27

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

Item Nr	ICN NUMBER	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
1	ICN 7240T05014950	The bidder must provide 25 liter Human Tissue Specimen waste containers for the disposal of all anatomical waste per site		
BIOHAZARDOUS WASTE CONTAINERS FOR ANATOMICAL MEDICAL WASTE				
2	ICN 7240T05072025	Reusable 90 Liter infectious containers		
3	ICN 8115T05084511	Single use 142 Liter boxes with lids		
4	ICN 6640T05073029	240 Liter Red Liners (60 - 100 micron thick (100 per pack)		
5	ICN 7240T05035516	Wheellie bin, Red liner, 140 liter		
6	ICN 7510T05035517	Bio Hazardous material tape rolls (per 5 meters roll)		
7	ICN 5975T05024056	Cable ties with serial numbers, 300 millimeters (100 per pack)		
8	ICN 7240T05014940	25 Liter containers for liquids, medical waste		
The bidder must provide the following containers for the disposal of all non-anatomical waste per site.				
BIOHAZARDOUS WASTE CONTAINERS FOR NON-ANATOMICAL MEDICAL WASTE				

Item Nr	ICN NUMBER	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
9	ICN 7240T05014953	25 Liter specimen bin		
10	ICN 7240T05033105	60 Liter Bin, Courier, Medical waste		
11	ICN 7240T05014951	60 Bin, Liter lidded		
12	ICN 7240T05014942	5 Liter Sharp containers		
13	ICN 7240T05072020	5 Liter Sharp containers brackets		
14	ICN 7240T05014944	8 Liter Sharp containers		
15	ICN 7240T05072021	8 Liter Sharp container brackets		
16	ICN 6640T05071833	10 Liter Sharp containers		
17	ICN 7240T05072022	10 Liter Sharp container brackets		
18	ICN 7240T05014946	20 Liter Sharp containers		
19	ICN 7240T05072023	20 Liter Sharp container brackets		
20	ICN 6640T05071834	25 Liter Sharp containers		
21	ICN 7240T05072024	25 Liter Sharp container brackets		
22	ICN 7240T05014957	240 Liter wheellie bin, Medical waste		
23	ICN 7240T05014953	140 Liter Medical waste specimen bin		
24	ICN 7240T05014938	5 Liter Medical liquid waste container		
25	ICN 7240184312562	10 Liter liquid container		
26	ICN 7240T05014948	120 Liter Medical waste courier bin		
27	ICN 7240T05014949	10 Liter Medical waste tissue container		
28	ICN 4940T00004087	Tensioner tool for cable ties		
29	ICN 7510T05035518	Bio Hazardous Label		
HAZARDOUS CHEMICAL MATERIALS				
The bidder will provide the following containers for the disposal of all hazardous chemical waste material:				
30	ICN 7240T05050198	120 Liter, orange containers with lids (wheellie bins)		
31	ICN 6640T05073029	240 Liter Red liners (60 – 100 micron thick) (100 per pack)		
32	ICN 9999T05023471	Hazardous material tape rolls (per 5		

Item Nr	ICN NUMBER	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
33	ICN 8110T05084289	8 Liter containers for liquids		
34	ICN 7240T05014940	25 Liter containers for liquids		
35	ICN 7240T05014952	Bin Specimen, Medical Waste, 25 Liter		
36	ICN 7240T05014947	25 Liter medical waste, courier bin		
37	ICN 7240T05014951	60 Liter lidded bin		
38	ICN 7240T05014942	5 Liter sharp containers		
39	ICN 7240T05014944	8 Liter, sharp containers		
40	ICN 6640T05071833	10 Liter sharp containers		
41	ICN 7240T05014946	20 liter sharp containers		
42	ICN 6640T05071834	25 liter sharp containers		
43	ICN 7240T05036611	1 liter chemical container		
44	ICN 7240T05029610	25 liter container, chemical waste		
45	ICN 7240T05014954	500 ml Amalgam container		
46	ICN 8115T05084288	Boxes with insulation material for Fluorescent tubes (10 per box)		
47	ICN 8145T05084512	240 Liter Waste Containers (Wheellie Bin) for objects contaminated with low level radiation and lead with the following minimum specification: High density polyethylene (HDPE) Withstand extreme temperature variations Minimum load capacity of 100kg Highly resistant mechanical handling Equipped with a hinged lid with a locking mechanism Equipped with a minimum of 200mm		

Item Nr	ICN NUMBER	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
48	ICN 7530T05084290	The supply of adhesive labels for the chemicals bottles, containers and plastic bags to be labelled effectively, (100 per box)		
49	ICN 7240T05036612	Spill Kit for small to medium spills		
50	ICN 9826T05035272	The cost per kg of removal of hazardous biological waste, must include the removal of all hazardous waste generated by the South African Police Service Forensic Laboratories (FSL) which includes collection, transportation and destruction.		
51	ICN 9825T05073030	The cost per kg of removal of anatomical waste, must include the removal of all anatomical waste generated by the South African Police Service Forensic Science Laboratories (FSL) which collection, transportation and destruction.		
52	ICN 9825T05073031	The cost per kg of removal of chemical waste, must include the removal of all chemical waste generated by the South African Police Service Forensic Science Laboratories (FSL) which includes collection, transportation and destruction.		
53	ICN 9825T05071835	Removal of all hazardous waste generated by the component: forensic science, Biological waste (R/kg)		
54	ICN 9825T05071836	Removal of all hazardous waste generated by the component: forensic science, Chemical waste (R/kg)		

Required by: DIVISION: Detective and Forensic Services

At: GAUTENG FORENSIC LABS AS PER ADDRESS LIST IN SPECIFICATION

COUNTRY OF MANUFACTURE

Brand and model

.....

*YES/NO

- Does the offer comply with the specification(s)?

- 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 19/1/9/132TP (22)
Closing Time 11:00	Closing date: 2023-03-27

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

Item Nr	ICN NUMBER	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
55	ICN 7240T05014950	The bidder must provide 25 liter Human Tissue Specimen waste containers for the disposal of all anatomical waste per site		
BIOHAZARDOUS WASTE CONTAINERS FOR ANATOMICAL MEDICAL WASTE				
56	ICN 7240T05072025	Reusable 90 Liter infectious containers		
57	ICN 8115T05084511	Single use 142 Liter boxes with lids		
58	ICN 6640T05073029	240 Liter Red Liners (60 - 100 micron thick (100 per pack)		
59	ICN 7240T05035516	Wheellie bin, Red liner, 140 liter		
60	ICN 7510T05035517	Bio Hazardous material tape rolls (per 5 meters roll)		
61	ICN 5975T05024056	Cable ties with serial numbers, 300 millimeters (100 per pack)		
62	ICN 7240T05014940	25 Liter containers for liquids, medical waste		
The bidder must provide the following containers for the disposal of all non-anatomical waste per site.				
BIOHAZARDOUS WASTE CONTAINERS FOR NON-ANATOMICAL MEDICAL WASTE				

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Item Nr	ICN NUMBER	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
63	ICN 7240T05014953	25 Liter specimen bin		
64	ICN 7240T05033105	60 Liter Bin, Courier, Medical waste		
65	ICN 7240T05014951	60 Bin, Liter lidded		
66	ICN 7240T05014942	5 Liter Sharp containers		
67	ICN 7240T05072020	5 Liter Sharp containers brackets		
68	ICN 7240T05014944	8 Liter Sharp containers		
69	ICN 7240T05072021	8 Liter Sharp container brackets		
70	ICN 6640T05071833	10 Liter Sharp containers		
71	ICN 7240T05072022	10 Liter Sharp container brackets		
72	ICN 7240T05014946	20 Liter Sharp containers		
73	ICN 7240T05072023	20 Liter Sharp container brackets		
74	ICN 6640T05071834	25 Liter Sharp containers		
75	ICN 7240T05072024	25 Liter Sharp container brackets		
76	ICN 7240T05014957	240 Liter wheellie bin, Medical waste		
77	ICN 7240T05014953	140 Liter Medical waste specimen bin		
78	ICN 7240T05014938	5 Liter Medical liquid waste container		
79	ICN 7240184312562	10 Liter liquid container		
80	ICN 7240T05014948	120 Liter Medical waste courier bin		
81	ICN 7240T05014949	10 Liter Medical waste tissue container		
82	ICN 4940T00004087	Tensioner tool for cable ties		
83	ICN 7510T05035518	Bio Hazardous Label		
HAZARDOUS CHEMICAL MATERIALS				
The bidder will provide the following containers for the disposal of all hazardous chemical waste material:				
84	ICN 7240T05050198	120 Liter, orange containers with lids (wheellie bins)		
85	ICN 6640T05073029	240 Liter Red liners (60 – 100 micron thick) (100 per pack)		
86	ICN 9999T05023471	Hazardous material tape rolls (per 5		

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Item Nr	ICN NUMBER	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
87	ICN 8110T05084289	8 Liter containers for liquids		
88	ICN 7240T05014940	25 Liter containers for liquids		
89	ICN 7240T05014952	Bin Specimen, Medical Waste, 25 Liter		
90	ICN 7240T05014947	25 Liter medical waste, courier bin		
91	ICN 7240T05014951	60 Liter lidded bin		
92	ICN 7240T05014942	5 Liter sharp containers		
93	ICN 7240T05014944	8 Liter, sharp containers		
94	ICN 6640T05071833	10 Liter sharp containers		
95	ICN 7240T05014946	20 liter sharp containers		
96	ICN 6640T05071834	25 liter sharp containers		
97	ICN 7240T05036611	1 liter chemical container		
98	ICN 7240T05029610	25 liter container, chemical waste		
99	ICN 7240T05014954	500 ml Amalgam container		
100	ICN 8115T05084288	Boxes with insulation material for Fluorescent tubes (10 per box)		
101	ICN 8145T05084512	240 Liter Waste Containers (Wheellie Bin) for objects contaminated with low level radiation and lead with the following minimum specification:		
		Red in colour		
		High density polyethylene (HDPE)		
		Withstand extreme temperature variations		
		Minimum load capacity of 100kg		
		Highly resistant mechanical handling		
		Equipped with a hinged lid with a locking mechanism		
		Equipped with a minimum of 200mm		

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Item Nr	ICN NUMBER	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
102	ICN 7530T05084290	The supply of adhesive labels for the chemicals bottles, containers and plastic bags to be labelled effectively. (100 per box)		
103	ICN 7240T05036612	Spill Kit for small to medium spills		
104	ICN 9826T05035272	The cost per kg of removal of hazardous biological waste, must include the removal of all hazardous waste generated by the South African Police Service Forensic Laboratories (FSL) which includes collection, transportation and destruction.		
105	ICN 9825T05073030	The cost per kg of removal of anatomical waste, must include the removal of all anatomical waste generated by the South African Police Service Forensic Science Laboratories (FSL) which collection, transportation and destruction.		
106	ICN 9825T05073031	The cost per kg of removal of chemical waste, must include the removal of all chemical waste generated by the South African Police Service Forensic Science Laboratories (FSL) which includes collection, transportation and destruction.		
107	ICN 9825T05071835	Removal of all hazardous waste generated by the component: forensic science,		
108	ICN 9825T05071836	Removal of all hazardous waste generated by the component: forensic science,		
		Chemical waste (R/kg)		

Required by: DIVISION: Detective and Forensic Services

At: WESTERN CAPE LABS AS PER ADDRESS LIST IN SPECIFICATION

COUNTRY OF MANUFACTURE

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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 19/1/9/132TP (22)	Closing Time 11:00	Closing date: 2023-03-27
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OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

Item Nr	ICN NUMBER	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
BIOHAZARDOUS WASTE CONTAINERS FOR ANATOMICAL MEDICAL WASTE				
109	ICN 7240T05014950	The bidder must provide 25 liter Human Tissue Specimen waste containers for the disposal of all anatomical waste per site		
BIOHAZARDOUS WASTE CONTAINERS FOR NON-ANATOMICAL MEDICAL WASTE				
	The bidder must provide the following containers for the disposal of all non-anatomical waste per site.			
110	ICN 7240T05072025	Reusable 90 Liter infectious containers		
111	ICN 8115T05084511	Single use 142 Liter boxes with lids		
112	ICN 6640T05073029	240 Liter Red Liners (60 - 100 micron thick (100 per pack)		
113	ICN 7240T05035516	Wheellie bin, Red liner, 140 liter		
114	ICN 7510T05035517	Bio Hazardous material tape rolls (per 5 meters roll)		
115	ICN 5975T05024056	Cable ties with serial numbers, 300 millimeters (100 per pack)		
116	ICN 7240T05014940	25 Liter containers for liquids, medical waste		

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Item Nr	ICN NUMBER	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
117	ICN 7240T05014953	25 Liter specimen bin		
118	ICN 7240T05033105	60 Liter Bin, Courier, Medical waste		
119	ICN 7240T05014951	60 Bin, Liter lidded		
120	ICN 7240T05014942	5 Liter Sharp containers		
121	ICN 7240T05072020	5 Liter Sharp containers brackets		
122	ICN 7240T05014944	8 Liter Sharp containers		
123	ICN 7240T05072021	8 Liter Sharp container brackets		
124	ICN 6640T05071833	10 Liter Sharp containers		
125	ICN 7240T05072022	10 Liter Sharp container brackets		
126	ICN 7240T05014946	20 Liter Sharp containers		
127	ICN 7240T05072023	20 Liter Sharp container brackets		
128	ICN 6640T05071834	25 Liter Sharp containers		
129	ICN 7240T05072024	25 Liter Sharp container brackets		
130	ICN 7240T05014957	240 Liter wheellie bin, Medical waste		
131	ICN 7240T05014953	140 Liter Medical waste specimen bin		
132	ICN 7240T05014938	5 Liter Medical liquid waste container		
133	ICN 7240184312562	10 Liter liquid container		
134	ICN 7240T05014948	120 Liter Medical waste courier bin		
135	ICN 7240T05014949	10 Liter Medical waste tissue container		
136	ICN 4940T00004087	Tensioner tool for cable ties		
137	ICN 7510T05035518	Bio Hazardous Label		
HAZARDOUS CHEMICAL MATERIALS				
The bidder will provide the following containers for the disposal of all hazardous chemical waste material:				
138	ICN 7240T05050198	120 Liter, orange containers with lids (wheellie bins)		
139	ICN 6640T05073029	240 Liter Red liners (60 - 100 micron thick) (100 per pack)		
140	ICN 9999T05023471	Hazardous material tape rolls (per 5		

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Item Nr	ICN NUMBER	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
141	ICN 8110T05084289	8 Liter containers for liquids		
142	ICN 7240T05014940	25 Liter containers for liquids		
143	ICN 7240T05014952	Bin Specimen, Medical Waste, 25 Liter		
144	ICN 7240T05014947	25 Liter medical waste, courier bin		
145	ICN 7240T05014951	60 Liter lidded bin		
146	ICN 7240T05014942	5 Liter sharp containers		
147	ICN 7240T05014944	8 Liter, sharp containers		
148	ICN 6640T05071833	10 Liter sharp containers		
149	ICN 7240T05014946	20 liter sharp containers		
150	ICN 6640T05071834	25 liter sharp containers		
151	ICN 7240T05036611	1 liter chemical container		
152	ICN 7240T05029610	25 liter container, chemical waste		
153	ICN 7240T05014954	500 ml Amalgam container		
154	ICN 8115T05084288	Boxes with insulation material for Fluorescent tubes (10 per box)		
155	ICN 8145T05084512	240 Liter Waste Containers (Wheellie Bin) for objects contaminated with low level radiation and lead with the following minimum specification:		
		Red in colour		
		High density polyethylene (HDPE)		
		Withstand extreme temperature variations		
		Minimum load capacity of 100kg		
		Highly resistant mechanical handling		
		Equipped with a hinged lid with a locking mechanism		
		Equipped with a minimum of 200mm		

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Item Nr	ICN NUMBER	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
156	ICN 7530T05084290	The supply of adhesive labels for the chemicals bottles, containers and plastic bags to be labelled effectively. (100 per box)		
157	ICN 7240T05036612	Spill Kit for small to medium spills		
158	ICN 9826T05035272	The cost per kg of removal of hazardous biological waste, must include the removal of all hazardous waste generated by the South African Police Service Forensic Science Laboratories (FSL) which includes collection, transportation and destruction.		
159	ICN 9825T05073030	The cost per kg of removal of anatomical waste, must include the removal of all anatomical waste generated by the South African Police Service Forensic Science Laboratories (FSL) which collection, transportation and destruction.		
160	ICN 9825T05073031	The cost per kg of removal of chemical waste, must include the removal of all chemical waste generated by the South African Police Service Forensic Science Laboratories (FSL) which includes collection, transportation and destruction.		
161	ICN 9825T05071835	Removal of all hazardous waste generated by the component: forensic science,		
162	ICN 9825T05071836	Removal of all hazardous waste generated by the component: forensic science, Chemical waste (R/kg)		

Required by: DIVISION: Detective and Forensic Services

At: KWAZULU-NATAL LABS AS PER ADDRESS LIST IN SPECIFICATION

COUNTRY OF MANUFACTURE

48

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

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SBD 3.1

**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 19/1/9/132TP (22) Closing Time 11:00 Closing date: 2023-03-27

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

Item Nr	ICN NUMBER	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
	BIOHAZARDOUS WASTE CONTAINERS FOR ANATOMICAL MEDICAL WASTE			
163	ICN 7240T05014950	The bidder must provide 25 liter Human Tissue Specimen waste containers for the disposal of all anatomical waste per site		
	BIOHAZARDOUS WASTE CONTAINERS FOR NON-ANATOMICAL MEDICAL WASTE			
	The bidder must provide the following containers for the disposal of all non-anatomical waste per site.			
164	ICN 7240T05072025	Reusable 90 Liter infectious containers		
165	ICN 8115T05084511	Single use 142 Liter boxes with lids		
166	ICN 6640T05073029	240 Liter Red Liners (60 - 100 micron thick (100 per pack)		
167	ICN 7240T05035516	Wheellie bin, Red liner, 140 liter		
168	ICN 7510T05035517	Bio Hazardous material tape rolls (per 5 meters roll)		
169	ICN 5975T05024056	Cable ties with serial numbers, 300 millimeters (100 per pack)		

Item Nr	ICN NUMBER	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
170	ICN 7240T05014940	25 Liter containers for liquids, medical waste		
171	ICN 7240T05014953	25 Liter specimen bin		
172	ICN 7240T05033105	60 Liter Bin, Courier, Medical waste		
173	ICN 7240T05014951	60 Bin, Liter lidded		
174	ICN 7240T05014942	5 Liter Sharp containers		
175	ICN 7240T05072020	5 Liter Sharp containers brackets		
176	ICN 7240T05014944	8 Liter Sharp containers		
177	ICN 7240T05072021	8 Liter Sharp container brackets		
178	ICN 6640T05071833	10 Liter Sharp containers		
179	ICN 7240T05072022	10 Liter Sharp container brackets		
180	ICN 7240T05014946	20 Liter Sharp containers		
181	ICN 7240T05072023	20 Liter Sharp container brackets		
182	ICN 6640T05071834	25 Liter Sharp containers		
183	ICN 7240T05072024	25 Liter Sharp container brackets		
184	ICN 7240T05014957	240 Liter wheellie bin, Medical waste		
185	ICN 7240T05014953	140 Liter Medical waste specimen bin		
186	ICN 7240T05014938	5 Liter Medical liquid waste container		
187	ICN 7240184312562	10 Liter liquid container		
188	ICN 7240T05014948	120 Liter Medical waste courier bin		
189	ICN 7240T05014949	10 Liter Medical waste tissue container		
190	ICN 4940T00004087	Tensioner tool for cable ties		
191	ICN 7510T05035518	Bio Hazardous Label		
HAZARDOUS CHEMICAL MATERIALS				
The bidder will provide the following containers for the disposal of all hazardous chemical waste material:				
192	ICN 7240T05050198	120 Liter, orange containers with lids (wheellie bins)		
193	ICN 6640T05073029	240 Liter Red liners (60 – 100 micron		

Item Nr	ICN NUMBER	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
194	ICN 9999T05023471	Hazardous material tape rolls (per 5 meters roll)		
195	ICN 8110T05084289	8 Liter containers for liquids		
196	ICN 7240T05014940	25 Liter containers for liquids		
197	ICN 7240T05014952	Bin Specimen, Medical Waste, 25 Liter		
198	ICN 7240T05014947	25 Liter medical waste, courier bin		
199	ICN 7240T05014951	60 Liter lidded bin		
200	ICN 7240T05014942	5 Liter sharp containers		
201	ICN 7240T05014944	8 Liter, sharp containers		
202	ICN 6640T05071833	10 Liter sharp containers		
203	ICN 7240T05014946	20 liter sharp containers		
204	ICN 6640T05071834	25 liter sharp containers		
205	ICN 7240T05036611	1 liter chemical container		
206	ICN 7240T05029610	25 liter container, chemical waste		
207	ICN 7240T05014954	500 ml Amalgam container		
208	ICN 8115T05084288	Boxes with insulation material for Fluorescent tubes (10 per box)		
209	ICN 8145T05084512	240 Liter Waste Containers (Wheellie Bin) for objects contaminated with low level radiation and lead with the following minimum specification: Red in colour High density polyethylene (HDPE) Withstand extreme temperature variations Minimum load capacity of 100kg Highly resistant mechanical handling Equipped with a hinged lid with a locking		

Item Nr	ICN NUMBER	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
210	ICN 7530T05084290	The supply of adhesive labels for the chemicals bottles, containers and plastic bags to be labelled effectively. (100 per box)		
211	ICN 7240T05036612	Spill Kit for small to medium spills		
212	ICN 9826T05035272	The cost per kg of removal of hazardous biological waste, must include the removal of all hazardous waste generated by the South African Police Service Forensic Science Laboratories (FSL) which includes collection, transportation and destruction.		
213	ICN 9825T05073030	The cost per kg of removal of anatomical waste, must include the removal of all anatomical waste generated by the South African Police Service Forensic Science Laboratories (FSL) which collection, transportation and destruction.		
214	ICN 9825T05073031	The cost per kg of removal of chemical waste, must include the removal of all chemical waste generated by the South African Police Service Forensic Science Laboratories (FSL) which includes collection, transportation and destruction.		
215	ICN 9825T05071835	Removal of all hazardous waste generated by the component: forensic science,		
216	ICN 9825T05071836	Removal of all hazardous waste generated by the component: forensic science,		

Required by: DIVISION: Detective and Forensic Services

At: EASTERN CAPE LABS AS PER ADDRESS LIST IN SPECIFICATION

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

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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 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 Institution of State

2.2 Do you, or any person connected with the bidder, have a relationship

1 the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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

SBD4

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 To be completed by the organ of state
(delete whichever is not applicable for this tender).

a) The 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	PRICE	SPECIFIC GOALS	Total points for Price and SPECIFIC GOALS
	80	20	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.

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

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Type equation here.

Where
 P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = 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)	5 points	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
Number of points claimed (80/20 system) (To be completed by the tenderer)		

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company

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

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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 *audt afteram patem* (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:	

1. INTRODUCTION

1.1 The Forensic Science Laboratories: Gauteng, Kwazulu-Natal, Eastern Cape and Western Cape require the supply of waste accessories, removal and disposal of all Health Care Risk Waste (HCRW) (other than normal household refuse) and Chemical waste generated by these Forensic Science Laboratories, including:

1.1.1 The provision for delivery and removal of the appropriate containers for the waste generated;

1.1.2 The destruction of bio-hazardous waste and miscellaneous waste.

1.1.3 The encapsulation of waste, substances and/or controlled substances that cannot be destroyed by other means.

1.2 Non-compliance / Compliance to all sub-paragraphed specifications must be indicated by a **Compliance** or a **Not Compliance** in the bidder's own handwriting in the relevant field, but not both. A tick or a cross will invalidate your bid.

1.3 Where a product or service is not on offer by the bidder it must be indicated as **Not applicable** in the compliance box.

1.4 The delivery period for the following must not exceed the indicated timelines:

1.4.1 For services rendered not more than 2 working days (Twice a week).

1.4.2 For the delivery of consumables not more than 5 working days (1 Week).

1.5 The bidder must provide the Personal Protective Equipment (PPE) that must be worn by its personnel.

1.6 The items will be ordered as and when the need arises and quantities are not guaranteed.

1.7 The bidder must comply with the specifications as per item as indicated in the bid document.

1.8 The services will be required at the following addresses/site establishments.

SUPPLY OF WASTE ACCESSORIES, REMOVAL AND DISPOSAL OF ALL HAZARDOUS WASTE GENERATED BY THE SOUTH AFRICAN POLICE SERVICE (SAPS) FORENSIC SCIENCE LABORATORIES (FSL) AT GAUTENG, KWAZULU-NATAL, EASTERN CAPE AND WESTERN CAPE FOR A PERIOD OF THREE (3) YEARS.

COMPLIANCE		The Bidder needs to confirm compliance to requirements contained in space provided next to location/site with word Comply or Not Comply. In instances where a location/site cannot be serviced, Bidder must indicate Not Applicable or N/A in the compliance box next to the location/site.
COMPLY	COMPLY	

PROVINCE	FSL SITE	ADDRESS
1.8.1 GAUTENG	SILVERTON	270 Pretoria Road Silverton
	ARCADIA	Arcadia Lab 730 Pretorius street
	PRETORIA CBD	Genl. Piet Joubert Building 218 Visagie Street
	PRETORIA - CSIR	Meiring Naudé Rd Building no 4 1 st and 3 rd floor
	HATFIELD	Tulbagh Park Delheim Building Hatfield
	PLATTEKLOOF	Western Cape Laboratory 47 Silver Boom Avenue 7500
1.8.2 WESTERN CAPE	BELHAR	Erica Drive Belhar
	AMANZIMTOTI	415 Kingsway Road Kings Crest Building 4125 12 Bjorseth Crescent Nedbank Building 4125 1 st Avenue Road Prospecton, 2 nd Floor 4110
1.8.3 KWAZULU- NATAL		5 th and 6 th Floor Hancock Street North End 6001
1.8.4 EASTERN CAPE	PORT ELIZABETH	

1.9 Laboratories or Sections may move to new premises if required by the SAPS. The successful bidder must accommodate the new premises.

SUPPLY OF WASTE ACCESSORIES, REMOVAL AND DISPOSAL OF ALL HAZARDOUS WASTE GENERATED BY THE SOUTH AFRICAN POLICE SERVICE (SAPS) FORENSIC SCIENCE LABORATORIES (FSL) AT GAUTENG, KWAZULU-NATAL, EASTERN CAPE AND WESTERN CAPE FOR A PERIOD OF THREE (3) YEARS.

2. CATEGORIES OF WASTE		
The Bidder needs to confirm compliance to requirements contained in space provided with word Comply or Not Comply. In instances where the requirement is not met, the Bidder must indicate Not Applicable or N/A in the compliance box next to the requirement.	COMPLIANCE	
	COMPLY	NOT COMPLY
2.1	The following categories of waste have to be removed:	
2.1.1	All hazardous biological material or any object that is contaminated with Biological matter.	
2.1.2	Any chemical or object that may be contaminated with chemicals.	
2.2	Classes of dangerous goods that must be catered for:	
2.2.1	Class I: Explosives	
2.2.2	Class II: Gases	
2.2.3	Class III: Flammable liquids	
2.2.4	Class IV: Flammable solids	
2.2.5	Class V: Oxidizing substances and organic peroxides	
2.2.6	Class VI: Toxic and infectious substances	
2.2.7	Class VII: Radioactive materials	
2.2.8	Class VIII: Corrosives materials	
2.2.9	Class IX: Miscellaneous substances such as fume hood filters and water scrubbers, fluorescent tubes, used/ expired first aid contents, Magnetized materials, batteries.	

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SUPPLY OF WASTE ACCESSORIES, REMOVAL AND DISPOSAL OF ALL HAZARDOUS WASTE GENERATED BY THE SOUTH AFRICAN POLICE SERVICE (SAPS) FORENSIC SCIENCE LABORATORIES (FSL) AT GAUTENG, KWAZULU-NATAL, EASTERN CAPE AND WESTERN CAPE FOR A PERIOD OF THREE (3) YEARS.

The Bidder needs to confirm compliance to requirements contained in space provided with word Comply or Not Comply. In instances where the requirement is not met, the Bidder must indicate Not Applicable or N/A in the compliance box next to the requirement.		
COMPLIANCE	COMPLY	NOT COMPLY
3. PRICES OF CONTAINERS		
3.1 The price of any kind of waste container must include the following:		
3.1.1	The container	
3.1.2	Lid of container	
3.1.3	Liners	
3.1.4	Bio-Hazardous tape / Hazardous tape	
3.1.5	Cable ties	
3.1.6	Transport of container	
3.1.7	Disposal of waste	

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SUPPLY OF WASTE ACCESSORIES, REMOVAL AND DISPOSAL OF ALL HAZARDOUS WASTE GENERATED BY THE SOUTH AFRICAN POLICE SERVICE (SAPS) FORENSIC SCIENCE LABORATORIES (FSL) AT GAUTENG, KWAZULU-NATAL, EASTERN CAPE AND WESTERN CAPE FOR A PERIOD OF THREE (3) YEARS.

The Bidder needs to confirm compliance to requirements contained in space provided next to each item with word Comply or Not Comply. In instances where an item is not offered, Bidder must indicate Not Applicable or N/A in the compliance box next to the item.		
COMPLIANCE	COMPLY	NOT COMPLY

4. BIOHAZARDOUS WASTE CONTAINERS FOR ANATOMICAL MEDICAL WASTE		
4.1	ICN 7240T05014950	The bidder must provide 25 liter Human Tissue Specimen waste containers for the disposal of all anatomical waste per site

5.1	The bidder must provide the following containers for the disposal of all non-anatomical waste per site.	
5.1.1	ICN 7240T05072025	Reusable 90 Liter infectious containers
5.1.2	ICN 8115T05084511	Single use 142 Liter boxes with lids
5.1.3	ICN 6640T05073029	240 Liter Red Liners (60 - 100 micron thick (100 per pack)
5.1.4	ICN 7240T05035516	Wheellie bin, Red liner, 140 liter
5.1.5	ICN 7510T05035517	Bio Hazardous material tape rolls (per 5 meters roll)
5.1.6	ICN 5975T05024056	Cable ties with serial numbers, 300 millimeters (100 per pack)
5.1.7	ICN 7240T05014940	25 Liter containers for liquids, medical waste
5.1.8	ICN 7240T05014953	25 Liter specimen bin
5.1.9	ICN 7240T05033105	60 Liter Bin, Courier, Medical waste
5.1.10	ICN 7240T05014951	60 Bin, Liter lidded
5.1.11	ICN 7240T05014942	5 Liter Sharp containers
5.1.12	ICN 7240T05072020	5 Liter Sharp containers brackets
5.1.13	ICN 7240T05014944	8 Liter Sharp containers
5.1.14	ICN 7240T05072021	8 Liter Sharp container brackets

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SUPPLY OF WASTE ACCESSORIES, REMOVAL AND DISPOSAL OF ALL HAZARDOUS WASTE GENERATED BY THE SOUTH AFRICAN POLICE SERVICE (SAPS) FORENSIC SCIENCE LABORATORIES (FSL) AT GAUTENG, KWAZULU-NATAL, EASTERN CAPE AND WESTERN CAPE FOR A PERIOD OF THREE (3) YEARS.

COMPLIANCE		The Bidder needs to confirm compliance to requirements contained in space provided next to each item with word Comply or Not Comply. In instances where an item is not offered, Bidder must indicate Not Applicable or N/A in the compliance box next to the item.
COMPLY	NOT COMPLY	

5.1.15	ICN 6640T05071833	10 Liter Sharp containers	
5.1.16	ICN 7240T05072022	10 Liter Sharp container brackets	
5.1.17	ICN 7240T05014946	20 Liter Sharp containers	
5.1.18	ICN 7240T05072023	20 Liter Sharp container brackets	
5.1.19	ICN 6640T05071834	25 Liter Sharp containers	
5.1.20	ICN 7240T05072024	25 Liter Sharp container brackets	
5.1.21	ICN 7240T05014957	240 Liter wheellie bin, Medical waste	
5.1.22	ICN 7240T05014953	140 Liter Medical waste specimen bin	
5.1.23	ICN 7240T05014938	5 Liter Medical liquid waste container	
5.1.24	ICN 7240184312562	10 Liter liquid container	
5.1.25	ICN 7240T05014948	120 Liter Medical waste courier bin	
5.1.26	ICN 7240T05014949	10 Liter Medical waste tissue container	
5.1.27	ICN 4940T00004087	Tensioner tool for cable ties	
5.1.28	ICN 7510T05035518	Bio Hazardous Label	

SUPPLY OF WASTE ACCESSORIES, REMOVAL AND DISPOSAL OF ALL HAZARDOUS WASTE GENERATED BY THE SOUTH AFRICAN POLICE SERVICE (SAPS) FORENSIC SCIENCE LABORATORIES (FSL) AT GAUTENG, KWAZULU-NATAL, EASTERN CAPE AND WESTERN CAPE FOR A PERIOD OF THREE (3) YEARS.

The Bidder needs to confirm compliance to requirements contained in space provided with word Comply or Not Comply.		
COMPLIANCE		COMPLY NOT COMPLY
6. WASTE CONTAINERS FOR MEDICAL WASTE		
6.1	All containers as specified in point number 4 and 5 must be specifically designed for:	
6.1.1	Disposal of bio-hazardous waste.	
6.1.2	The containers and bags shall be clearly marked with appropriate markings or labels i.e. bio-hazard labels in the form of stickers.	
6.2	The bidder is responsible for the disinfecting of all re-usable containers, and must provide proof that rotated containers are decontaminated.	
6.3	The Bidder must ensure that the containers they provide are in compliance with the applicable standards and legislation for the removal of Hazardous Materials.	
6.4	The containers must be rigid, puncture proof, tamper proof and leak proof as well as able to withstand heavy weight e.g. crucibles.	
6.5	The containers must be designed to reduce the risk of spillage and ensure that any moisture or liquid is safely contained.	
6.6	The containers must be stackable in the unassembled state for effective transport and storage of empty containers.	
6.7	The containers must be stackable in the assembled state and preferably in modular fashion for the different sizes of containers to allow for effective storage and transport of full containers	
6.8	The containers must close by means of a tight fitting, tamper proof lid that can be sealed and locked.	
6.9	A maximum fill line must be printed on each container.	
6.10	The container must be lined with a red 60-100 micron and high quality plastic bag.	
6.11	The liners must be supplied with a tie such as non-PVC plastic cable ties or tape.	

SUPPLY OF WASTE ACCESSORIES, REMOVAL AND DISPOSAL OF ALL HAZARDOUS WASTE GENERATED BY THE SOUTH AFRICAN POLICE SERVICE (SAPS) FORENSIC SCIENCE LABORATORIES (FSL) AT GAUTENG, KWAZULU-NATAL, EASTERN CAPE AND WESTERN CAPE FOR A PERIOD OF THREE (3) YEARS.

The Bidder needs to confirm compliance to requirements contained in space provided with word Comply or Not Comply.		
COMPLIANCE	COMPLY	NOT COMPLY

7 BIO-HAZARDOUS WASTE CONTAINERS FOR SHARPS AND SIMILAR WASTE		
7.1	The Bio-hazardous waste containers for sharps and similar waste must comply with the same legal requirements as set out in paragraph 6.3	
7.2	There must be no metal objects as part of the sharps containers.	
7.3	The sharps container must be manufactured in such a manner that not only the sharps, but also the residual liquids from the syringe, are safely retained.	
7.4	The sharps containers must be of the single-use type (Not re-usable) and must be designed to allow for disposal of needle and syringe as one unit.	
7.5	The sharps containers must be stackable in the unassembled state for effective transport and storage of empty containers.	
7.6	The sharps containers must be stackable in the assembled state and preferably in modular fashion for the different sizes of containers to allow for the effective storage and transport of full containers.	
7.7	The lid of the sharps container must be tight fitting, leak proof and tamper proof.	
7.8	Once the lid/secondary lid is locked it must not be possible to re-open.	
7.9	The sharps container must allow for the top loading of sharps.	
7.10	A secondary lid must seal the top loading section of the sharps container.	
7.11	All sharps container must allow for horizontal disposal and stacking of syringes in the container and must be able to be sealed not to allow any fumes/vapors/smells to come out of the container.	
7.12	A label must be located on the sharps containers and clearly visible when stacked with other packaging.	

SUPPLY OF WASTE ACCESSORIES, REMOVAL AND DISPOSAL OF ALL HAZARDOUS WASTE GENERATED BY THE SOUTH AFRICAN POLICE SERVICE (SAPS) FORENSIC SCIENCE LABORATORIES (FSL) AT GAUTENG, KWAZULU-NATAL, EASTERN CAPE AND WESTERN CAPE FOR A PERIOD OF THREE (3) YEARS.

The Bidder needs to confirm compliance to requirements contained in space provided next to each item with word Comply or Not Comply.			
COMPLY	NOT COMPLY	7.13	The sharps container must include suitable warning signage, the international hazard/biohazards symbol and relevant UN codes as recommended by the World Health Organization, together with the text "Sharps" or similar text in clear legible letters.
		7.14	A maximum fill line must be printed on each sharps container.

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SUPPLY OF WASTE ACCESSORIES, REMOVAL AND DISPOSAL OF ALL HAZARDOUS WASTE GENERATED BY THE SOUTH AFRICAN POLICE SERVICE (SAPS) FORENSIC SCIENCE LABORATORIES (FSL) AT GAUTENG, KWAZULU-NATAL, EASTERN CAPE AND WESTERN CAPE FOR A PERIOD OF THREE (3) YEARS.

8. HAZARDOUS CHEMICAL MATERIALS		
COMPLIANCE	The Bidder needs to confirm compliance to requirements contained in space provide next to each item with word Comply or Not Comply. In instances where an item is not offered, Bidder must indicate Not Applicable or N/A in the compliance box next to the item.	
	COMPLY	NOT COMPLY
8.1	The bidder will provide the following containers for the disposal of all hazardous chemical waste material:	

8.1.1	ICN 7240T05050198	120 Liter, orange containers with lids (wheelie bins)
8.1.2	ICN 6640T05073029	240 Liter Red liners (60 - 100 micron thick) (100 per pack)
8.1.3	ICN 9999T05023471	Hazardous material tape rolls (per 5 meters roll)
8.1.4	ICN 8110T05084289	8 Liter containers for liquids
8.1.5	ICN 7240T05014940	25 Liter containers for liquids
8.1.6	ICN 7240T05014952	Bin Specimen, Medical Waste, 25 Liter
8.1.7	ICN 7240T05014947	25 Liter medical waste, courier bin
8.1.8	ICN 7240T05014951	60 Liter lidded bin
8.1.9	ICN 7240T05014942	5 Liter sharp containers
8.1.10	ICN 7240T05014944	8 Liter, sharp containers
8.1.11	ICN 6640T05071833	10 Liter sharp containers
8.1.12	ICN 7240T05014946	20 liter sharp containers
8.1.13	ICN 6640T05071834	25 liter sharp containers
8.1.14	ICN 7240T05036611	1 liter chemical container
8.1.15	ICN 7240T05029610	25 liter container, chemical waste
8.1.16	ICN 7240T05014954	500 ml Amalgam container

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COMPLIANCE		The Bidder needs to confirm compliance to requirements contained in space where an item is not offered, Bidder must indicate Not Applicable or N/A in the compliance box next to the item.	
COMPLY		COMPLY	
NOT		COMPLY	
8.1.17	ICN 8115T05084288	Boxes with insulation material for	
8.1.18	ICN 8145T05084512	240 Liter Waste Containers (Wheeler Bin) for objects contaminated with low level radiation and lead with the following minimum specification:	
8.1.18.1		Red in color	
8.1.18.2		High density polyethylene (HDPE)	
8.1.18.3		Withstand extreme temperature variations	
8.1.18.4		Minimum load capacity of 100kg	
8.1.18.5		Highly resistant mechanical handling	
8.1.18.6		Equipped with a hinged lid with a locking mechanism	
8.1.18.7		Equipped with a minimum of 200mm diameter rubber wheels	
8.2	ICN 7530T05084290	The supply of adhesive labels for the chemicals bottles, containers and plastic bags to be labelled effectively. (100 per box)	
8.3	ICN 7240T05036612	Spill Kit for small to medium spills	

SUPPLY OF WASTE ACCESSORIES, REMOVAL AND DISPOSAL OF ALL HAZARDOUS WASTE GENERATED BY THE SOUTH AFRICAN POLICE SERVICE (SAPS) FORENSIC SCIENCE LABORATORIES (FSL) AT GAUTENG, KWAZULU-NATAL, EASTERN CAPE AND WESTERN CAPE FOR A PERIOD OF THREE (3) YEARS.

COMPLIANCE	The Bidder needs to confirm compliance to requirements contained in space provided with word Comply or Not Comply.	
	COMPLY	NOT COMPLY

9.	COLLECTION OF WASTE AND DISPOSAL	
9.1	The Bidder must ensure that disposal shall be done according to an Approved Treatment Method at a disposal site duly licensed for such purpose and undertake to provide an authorized waste manifest documentation, indicating collection and a certificate indicating safe disposal.	
9.2	When requested, the bidder must collect the waste from the sites before 14H00.	
9.3	The bidder must keep record of the quantities that are removed, for example the number of boxes, bags and/or containers. The Forensic Science Laboratories will also record the quantities themselves. These two lists must correspond.	
9.4	The bidder must be able to collect and load wheelie bins with a minimum weight of 150kg each.	
9.5	The bidder must provide a certificate of safe disposal where exact quantities of waste must be specified which has been disposed of. The bidder will receive no payment until the certificate of safe disposal has been delivered to the Forensic Science Laboratory	
9.6	On collection of the hazardous waste containers, the bidder must issue a collection manifest document with the following details:	
9.6.1	Date and time of collection	
9.6.2	Site collected from	
9.6.3	Collected containers unique tracking number	
9.6.4	Type (volume/size) of container	
9.6.5	Type of Hazardous Waste collected	
9.6.6	Person collecting - name of the contracted person	
9.6.7	Person handing over from FSL Facility	

SUPPLY OF WASTE ACCESSORIES, REMOVAL AND DISPOSAL OF ALL HAZARDOUS WASTE GENERATED BY THE SOUTH AFRICAN POLICE SERVICE (SAPS) FORENSIC SCIENCE LABORATORIES (FSL) AT GAUTENG, KWAZULU-NATAL, EASTERN CAPE AND WESTERN CAPE FOR A PERIOD OF THREE (3) YEARS.

The Bidder needs to confirm compliance to requirements contained in space provided with word Comply or Not Comply.		
COMPLIANCE		COMPLY
COMPLY		NOT COMPLY
9.7	Details of the person supervising collection from the facility or appointed person must appear as follows:	
9.7.1	Personal number / identity number	
9.7.2	Rank	
9.7.3	Name in print	
9.7.4	Signature	
9.7.5	In instances of collection a mass of heavy metals, they must be collected per container per tracking number.	
9.7.6	Amount collected in kg.	
9.8	ICN 9826T05035272	The cost per kg of removal of hazardous biological waste, must include the removal of all hazardous waste generated by the South African Police Service Forensic Science Laboratories (FSL) which includes collection, transportation and destruction.
9.9	ICN 9825T05073030	The cost per kg of removal of anatomical waste, must include the removal of all anatomical waste generated by the South African Police Service Forensic Science Laboratories (FSL) which includes collection, transportation and destruction.

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COMPLIANCE		The Bidder needs to confirm compliance to requirements contained in space provided next to each item with word Comply or Not Comply.	
COMPLY	NOT COMPLY	9.10	ICN 9825T05073031 The cost per kg of removal of chemical waste, must include the removal of all chemical waste generated by the South African Police Service Forensic Science Laboratories (FSL) which includes collection, transportation and destruction.
		9.11	ICN 9825T05071835 Removal of all hazardous waste generated by the component: forensic science, Biological waste (R/kg)
		9.12	ICN 9825T05071836 Removal of all hazardous waste generated by the component: forensic science, Chemical waste (R/kg)

The Bidder needs to confirm compliance to requirements contained in space provided with word Comply or Not Comply.		
COMPLIANCE		
COMPLY	NOT COMPLY	
10. HEALTH AND SAFETY		
10.1	The bidder must comply with the minimum vehicle, personnel and Personal Protective Equipment (PPE) requirements for response:	
10.1.1	All vehicles and trailers have to be clearly marked according to classification and legislation and be registered as vehicles designated for the transportation of dangerous goods.	
10.1.2	Personnel involved in the collection and transportation of hazardous waste must be issued with the necessary Personal Protective Equipment (PPE).	
10.1.3	If the hazardous waste are not disposed or destroyed of immediately, the bidder must provide secure lock up facilities and 24 hour armed security to store the hazardous waste temporarily.	
10.1.4	The drivers of all vehicles of the bidder must possess a valid driving license Category D in accordance with the requirements of the National Road Traffic Act 93 of 1996, Chapter 8 regulation 273 - 283.	
10.1.5	The transporter of dangerous goods shall carry trencard and the vehicles must be labeled in accordance with the relevant SANS Codes and permit.	
10.2	The bidder must correctly transport and dispose the waste in accordance with the National Environmental Management Act: Waste Act 59 of 2008 and the Environmental Conservation Act 73 of 1998.	
10.3	The bidder must have their own spill response team, who will be responsible for clean-up operations in the event of such incidents.	
10.4	The bidder must have Standard Operating Procedures (SOP's) pertaining to spills and incidents to include but not limited to.	

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SUPPLY OF WASTE ACCESSORIES, REMOVAL AND DISPOSAL OF ALL HAZARDOUS WASTE GENERATED BY THE SOUTH AFRICAN POLICE SERVICE (SAPS) FORENSIC SCIENCE LABORATORIES (FSL) AT GAUTENG, KWAZULU-NATAL, EASTERN CAPE AND WESTERN CAPE FOR A PERIOD OF THREE (3) YEARS.

The Bidder needs to confirm compliance to requirements contained in space provided with word Comply or Not Comply.		
COMPLIANCE		
COMPLY	NOT COMPLY	
LEGISLATION		
11.1	The bidder must comply with all National, Provincial and Local Government Legislation, Policies and Directives pertaining to the handling, transportation, storage and disposal of hazardous substances.	
11.2	The bidder must make his operations open, at any time, for inspection and audit by members of the SAPS to verify that all health and safety procedures and legislation are being adhered to.	
11.3	All the above mentioned requirements are subjected to verification by the SAPS, and the bidder must be willing to co-operate fully in this regard.	
11.4	In the event where the bidder makes use of subcontractors, these subcontractors must also comply with the specifications as well as the legal, legislative and regulatory requirements that are applicable to the bidder.	
11.5	With regard to consignment stock, the bidder shall be solely responsible for all losses and/or damages to stock as a result of their negligence. The FSL will only be liable in cases where negligence by employees of the FSL can be proved.	
11.6	Any changes to legislation that may affect this bid in any way whatsoever must be implemented	
11.7	The bidder shall specifically indemnify the FSL against whatsoever action that may arise from spillage that may occur.	
11.8	On final destruction/disposal of the Hazardous Waste, a final destruction manifest document must be faxed through to the relevant FSL site within 2 weeks after destruction. The original document must be send to the FSL site.	
11.9	The bidder will be responsible for the disposal of the Hazardous Waste residues in accordance with relevant legislation.	

The Bidder needs to confirm compliance to requirements contained in space provided with word Comply or Not Comply.		
COMPLIANCE		
COMPLY	NOT COMPLY	
INVOICING		
12.		
12.1	The bidder must provide a detailed statement for charge for the delivery, collection and incineration of a specific quantity of waste for example cost per bag, box and/or container.	
12.2	Payment will only take place after submission of the collection manifest, final destruction certificate and invoice to the relevant FSL site.	
12.3	All documents must be able to be cross-referenced in order to verify the services rendered.	
12.4	Each Forensic Science Laboratory site as mentioned in par 1.9 will be invoiced separately by the bidder to the SAPS Forensic Science Laboratory.	
12.5	The invoice must contain the following information before any payment will be done:	
12.5.1	The name of the laboratory (Location and address).	
12.5.2	The date on which the service has been delivered/collected.	
12.5.3	The item/s that was removed to be disposed of.	
12.5.4	The quantity of the item/s that was removed.	
12.5.5	Each of the abovementioned invoices must be accompanied by the specific collection/delivery note and Waste Disposal Certificates before any payments will be made.	

BRIGADIER
SECTION HEAD: QUALITY MANAGEMENT- FSL
THP DAKU

DATE: 2022-12-06

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 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 markets 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,

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.

8.1 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

8. Inspections, tests and analyses

security

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.

9.1 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.

10.1 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.

11.1 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.

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

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.

16.1 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 contract 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 cancelling 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 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

25.1 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.

26.1 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.

27.1 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.

28.1 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

25. Force Majeure

26. Termination for insolvency

27. Settlement of Disputes

28. Limitation of Liability

- (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.
- 29.1 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.
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 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.
- 32.1 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.
- 34.1 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.

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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.

as General Conditions of Contract (revised July 2010)