

46

SPEC NO: 32322/2022

BID SPECIFICATION FOR THE SUPPLY, DELIVERY AND INSTALLATION OF AN INTEGRATED ION CHROMATOGRAPHY INSTRUMENT (IC) FOR SCIENTIFIC ANALYSIS SECTION, INCLUDING TRAINING AND A THREE YEARS MAINTENANCE PLAN

No	DESCRIPTION	BIDDER COMPLY OR NOT COMPLY
1.7.10	Heavy Duty Colour Printer	
1.7.11	Uninterrupted Power Supply unit (UPS)	
1.8	The support by experienced service technicians must be readily available. The bidder must at least have three technicians available in the country, who have been trained on the model on offer or similar. Training certificates of the technicians must be submitted with the bid documents.	
1.9	Due to the extreme productivity demand, it is essential that efficient support for the lifetime of the equipment, which is expected to be at least 10 years, must be readily provided by the supplier. A written document from the manufacturer of the instrument must be submitted with the bid documents to confirm the 10 years instrument lifetime technical support and availability of spare parts, software and compatible computers.	
1.10	The instrument must have at least two years manufacturer's warranty. The document from the manufacture confirming the warranty period as well as what is covered under the warranty, must be submitted with the bid documents.	
1.11	The instrument must be supplied with a suitable stand or table with lockable caster wheels and storage compartments for consumables and spares.	
1.12	A trained service technician must be able to be on-site to repair the problem or address the issue within three working days after the problem has been reported.	

pm

E.S. TM

47

SPEC NO: 32322/2022

BID SPECIFICATION FOR THE SUPPLY, DELIVERY AND INSTALLATION OF AN INTEGRATED ION CHROMATOGRAPHY INSTRUMENT (IC) FOR SCIENTIFIC ANALYSIS SECTION, INCLUDING TRAINING AND A THREE YEARS MAINTENANCE PLAN

No	DESCRIPTION	BIDDER COMPLY OR NOT COMPLY
1.13	Product brochures with full specifications of the instrument being offered must be submitted with the bid documents. The product brochures must have all the information supporting the bidder's response to all the technical requirements specified in this document.	
2.	INSTALLATION	
2.1	All installation and testing must occur at the relevant site during working hours. Forensic Science Laboratory's normal office hours are 07:30 to 16:00 from Monday to Friday.	
2.2	The instrument must be completely installed and operational within 5 working days of the commencement of the installation.	
2.3	The anion system must be optimized and calibrated for the analysis of fluoride, chlorite, chloride, nitrite, chlorate, nitrate, phosphate, sulphate and perchlorate ions.	
2.4	The cation system must be optimized and calibrated for the analysis of lithium, sodium, ammonium, potassium, calcium, magnesium, manganese, barium and methylamine ions.	
2.5	Installation, Calibration and Operational certificates for the instrument must be issued on completion of the installation.	
2.6	User Manuals and Software copies must be submitted with the equipment.	
3.	SPECIFICATIONS FOR ION CHROMATOGRAPHY SYSTEM	
3.1	It must consist of an integrated anion and cation chromatography module.	
3.2	The chromatography module must be fully integrated with the other items of the system, and must have the following features:	

pm

E.D.S. 

48

SPEC NO: 32322/2022

BID SPECIFICATION FOR THE SUPPLY, DELIVERY AND INSTALLATION OF AN INTEGRATED ION CHROMATOGRAPHY INSTRUMENT (IC) FOR SCIENTIFIC ANALYSIS SECTION, INCLUDING TRAINING AND A THREE YEARS MAINTENANCE PLAN

No	DESCRIPTION	BIDDER COMPLY OR NOT COMPLY
3.2.1	Universal Serial Bus (USB) communication or equivalent communication technology between components with immediate recognition of all components and immediate parameterisation of all components.	
3.2.2	Strict separation between wet chemistry and electronics	
3.2.3	Partial loop filling with two system operation.	
3.2.4	Inline degassing for eluents and samples.	
3.2.5	Integrated Electronic Leak sensor.	
3.2.6	Flexibility for suppressed and non-suppressed operation.	
3.2.7	Low detection limits in the part per billion (ppb) range or better.	
3.3	System should be able to communicate via the Local Area Network (LAN) and Universal Serial Bus (USB)	
3.4	System must be able to communicate/ Interface with other systems used for Laboratory Information Management (LIMS).	
3.5	System should have capability to perform Quality Assurance / Control.	
4.	SOLVENT MANAGEMENT	
4.1	It must be equipped with a high pressure serial dual-piston pumps with intelligent pump head recognition or equivalent.	
4.2	It must be easy to prime for fast start up without the need for excess washing of seals.	
4.3	No external gases must be required.	
4.4	It must have a flow rate of at least 0.001 to 5.0 mL/min.	
4.5	It must have an operation pressure range of at least 0 to 25.0 MPa.	

pwt

e.s.s

Tin

9/11/22

BID SPECIFICATION FOR THE SUPPLY, DELIVERY AND INSTALLATION OF AN INTEGRATED ION CHROMATOGRAPHY INSTRUMENT (IC) FOR SCIENTIFIC ANALYSIS SECTION, INCLUDING TRAINING AND A THREE YEARS MAINTENANCE PLAN

No	DESCRIPTION	BIDDER COMPLY OR NOT COMPLY
4.6	It must have an automatic safety shutdown upon reaching settable pressure limit values.	
5.	SEPARATION MODULE	
5.1	The system must consist of a column thermostat. The column thermostat must meet the following specifications:	
5.1.1	It must be a Peltier technique thermostat or equivalent and must be capable of housing two intelligent separation columns.	
5.1.2	It must have an adjustable temperature range of at least 0 to 80 °C.	
5.1.3	It must have good temperature stability and reproducibility.	
5.2	COLUMNS	
5.2.1	The system must make use of intelligent columns with all column parameters stored on chip, including amongst others: Column history (number of injections), standard and maximum flow rates and working pressure, serial number and column type.	
5.2.2	The system must be supplied with five (5), intelligent cation columns capable of efficiently separating the following cations in less than thirty (30) minutes: lithium, sodium, ammonium, potassium, calcium, magnesium, manganese and methylamine.	
5.2.3	The system must be supplied with five (5) intelligent anion columns capable of efficiently separating the following anions in less than thirty (30) minutes: fluoride, chlorite, chloride, nitrite, chlorate, bromide, nitrate, phosphate and sulphate.	
5.2.4	Ten (10) guard columns for the anion and cation columns must also be supplied with the system.	

50

SPEC NO: 32322/2022

BID SPECIFICATION FOR THE SUPPLY, DELIVERY AND INSTALLATION OF AN INTEGRATED ION CHROMATOGRAPHY INSTRUMENT (IC) FOR SCIENTIFIC ANALYSIS SECTION, INCLUDING TRAINING AND A THREE YEARS MAINTENANCE PLAN

No	DESCRIPTION	BIDDER COMPLY OR NOT COMPLY
6.	SUPPRESSOR MODULE	
6.1	The suppressor module must be resistant to solvents.	
6.2	The suppressor module must have a valve function that prevents damage at overpressure or equivalent safety feature.	
6.3	The suppressor module must be a chemical self-regenerating packed bed suppressor or equivalent.	
6.4	The suppressor module must be a simple module which can be replaced by the user.	
6.5	The instrument must also be equipped with a carbon dioxide (CO ₂) suppressor or equivalent.	
7.	CONDUCTIVITY DETECTORS	
7.1	They must be microprocessor-controlled detectors with Digital Signal Processing or equivalent.	
7.2	They must have a measuring range of at least 0 to 15000 μ S/cm.	
7.3	They must have a cell constant and calibration data saved in the detector.	
7.4	They must have a maximum flow cell pressure of at least 5.0 MPa.	
7.5	They must be supplied with the relevant calibration and operational certificates.	
8.	SAMPLE PREPARATION	
8.1	The system must have an Inline Sample Preparation system capable of the following: Ultra-filtration, dialysis, dilution, matrix elimination, neutralization, cation removal, pre-concentration, calibration and spiking.	
8.2	The system must be delivered with all the relevant parts and consumables for the above mentioned inline sample preparation techniques.	

p.m

E.O.S. TM

51

SPEC NO: 32322/2022

BID SPECIFICATION FOR THE SUPPLY, DELIVERY AND INSTALLATION OF AN INTEGRATED ION CHROMATOGRAPHY INSTRUMENT (IC) FOR SCIENTIFIC ANALYSIS SECTION, INCLUDING TRAINING AND A THREE YEARS MAINTENANCE PLAN

No	DESCRIPTION	BIDDER COMPLY OR NOT COMPLY
8.3	The system must include a fully automated inline on demand eluent preparation module with the relevant anion and cation eluent concentrates.	
8.4	The eluent preparation module must be supplied with two spare anion eluent concentrates and two spare cation eluent concentrates. The concentrates must be at least 2000 millilitres (ml) in volume.	
9.	AUTOSAMPLER	
9.1	The sample processor must be the type with tray rotation and swing head or equivalent.	
9.2	The sample processor must have automatic sample rack recognition.	
9.3	The sample rack must be able to accommodate at least 100 samples in 10 ml sample tubes.	
9.4	The sample processor must be able to perform partial loop injections for anions and cations.	
9.5	The sample processor must have rinsing station to ensure cross contamination free sample handling.	
9.6	The system must be supplied with at least 4000 sample tubes and stoppers/ caps thereof.	
10.	COMPUTER AND SOFTWARE	
10.1	The system must include a hierarchical access to the software to accommodate Good Laboratory Practices (GLP) compliance, and therefore must include Administrator and User login options.	
10.2	The software must be able to provide programming and control from the computer of the Instrument and be compatible with Microsoft Windows 10.	

pm

7m
E.S.S. 

BID SPECIFICATION FOR THE SUPPLY, DELIVERY AND INSTALLATION OF AN INTEGRATED ION CHROMATOGRAPHY INSTRUMENT (IC) FOR SCIENTIFIC ANALYSIS SECTION, INCLUDING TRAINING AND A THREE YEARS MAINTENANCE PLAN

No	DESCRIPTION	BIDDER COMPLY OR NOT COMPLY
10.3	The computer must be supplied with a recognized Antivirus Software program, which the licence thereof must be renewed annually by the bidder for the duration of the maintenance contract (three years).	
10.4	The software must be able to allow the user to customize and print reports for traceability purposes. The make, model and serial number of the instrument must appear on the reports.	
10.5	The software must be able to run parallel tasks and sub programs.	
10.6	The software must automatically read out column and hardware parameters from the intelligent components.	
10.7	The software must ensure the complete method is always saved and can be restored from every run.	
10.8	The software must have a history function to ensure total traceability of data generation.	
10.9	The software must have full control of all devices by commands.	
10.10	The software layout must be freely selectable, with configuration of devices, columns, eluents, solutions, rack data and accessories.	
10.11	The software must have user administration and security settings.	
10.12	The software must have an audit trail.	
10.13	The software must have a backup and program administration functions.	
10.14	The software must have a GLP monitoring function which informs the user when instrument requires servicing and when instrument reagents and solutions have expired.	

BID SPECIFICATION FOR THE SUPPLY, DELIVERY AND INSTALLATION OF AN INTEGRATED ION CHROMATOGRAPHY INSTRUMENT (IC) FOR SCIENTIFIC ANALYSIS SECTION, INCLUDING TRAINING AND A THREE YEARS MAINTENANCE PLAN

No	DESCRIPTION	BIDDER COMPLY OR NOT COMPLY
10.15	All software offered must be able to integrate seamlessly with internal laboratory information management networking systems.	
10.16	The latest available version of the software must be supplied with the instrument and must be updated for the duration of the maintenance contract (three years) without cost to the SAPS	
10.17	Minimum hardware requirements for the Computer: • Small form factor / Slim PC with keyboard and mouse • Windows 10 Professional 64bit operating system • Microsoft Office Professional Plus (latest version) • 16GB RAM & Intel Core i5 3.3 GHz processor • 1x 256GB SSD for operating system and instrument software • 4TB HDD for data storage & DVD writer • 2 X 22" LED flat screens 2.5" Western Digital or Seagate 4TB or larger USB3 external hard drive for data backup purposes must be included.	
10.18	Colour heavy duty laser printer, including two sets of spare genuine toners (Colour and Black).	
11.	UNINTERRUPTED POWER SUPPLY	
11.1	Uninterrupted Power supply (UPS) must be included, installed and fulfil the following conditions: Type: Continuous UPS not a standby. Minimum of 60 minutes backup time when power is off. The battery life must be guaranteed for at least three years.	

BID SPECIFICATION FOR THE SUPPLY, DELIVERY AND INSTALLATION OF AN INTEGRATED ION CHROMATOGRAPHY INSTRUMENT (IC) FOR SCIENTIFIC ANALYSIS SECTION, INCLUDING TRAINING AND A THREE YEARS MAINTENANCE PLAN

No	DESCRIPTION	BIDDER COMPLY OR NOT COMPLY
12.	TRAINING	
12.1	Comprehensive onsite training, covering both operation and maintenance aspects, must be presented to a minimum of 15 trainees by supplier within 5 weeks after installation: Minimum of 5 days per group of 5 trainees.	
12.2	Training must include: - IC theory, basic operation, calibration, troubleshooting aspects and software - Written and practical test - Certificate to successful candidates - A training manual/CD to be provided to each trainee - Follow-up training and evaluation	
12.3	Training costs including travel and accommodation of presenter will be for account of bidder. Training cost must be per person.	
13.	MAINTENANCE PLAN	
13.1	A full three (3) years maintenance plan of the system as well as the data management system must be provided. The maintenance plan will commence a year after the system has been commissioned and must include: (a) Annual Preventative maintenance services as per manufacturer's specification including operational qualification and performance verification. (b) Provision for emergency repairs on an ad-hoc basis (c) Software updates and renewal of all software licenses (d) Upgrade/replacement of computer hardware when required	
13.2	The cost of the maintenance plan per year must be stated.	
14.	COST	
14.1	The supply, delivery, installation and start-up cost of the complete system must be included in the bid amount.	

BID SPECIFICATION FOR THE SUPPLY, DELIVERY AND INSTALLATION OF AN INTEGRATED ION CHROMATOGRAPHY INSTRUMENT (IC) FOR SCIENTIFIC ANALYSIS SECTION, INCLUDING TRAINING AND A THREE YEARS MAINTENANCE PLAN

No	DESCRIPTION	BIDDER COMPLY OR NOT COMPLY
14.2	All the costs for the labour, travel, consumables, calibrations, certificates, reports and spares required for the preventative maintenance services and repairs must be included in the maintenance plan.	
14.3	A cost breakdown of the bid price, including VAT must be given with the bid documents. The cost breakdown must indicate prices for the complete system and its accessories, the transport, modifications, installation, training, start-up cost and maintenance plan.	
14.4	Invoices must be submitted for the services rendered upon completion of the service. Payments of invoices will only be effected after the service has been completed [meaning after receipt of relevant service certificates and reports during the maintenance contract period].	
15.	DELIVERY ADDRESS	
15.1	The system is required at the SAPS Forensic Science Laboratory, located at 270 Pretoria Road, Silverton, Pretoria, and will be installed in LAB 612.	
End of Specifications		

56

SPEC NO: 32322/2022

BID SPECIFICATION FOR THE SUPPLY, DELIVERY AND INSTALLATION OF AN INTEGRATED ION CHROMATOGRAPHY INSTRUMENT (IC) FOR SCIENTIFIC ANALYSIS SECTION, INCLUDING TRAINING AND A THREE YEARS MAINTENANCE PLAN

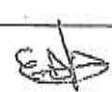
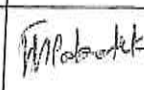
DESCRIPTION	ICN CODE
Integrated anion and cation chromatography module with Solvent Management and separation Module.	6640T05084399
Conductivity Detector	6640T05084398
IC Annual Preventative Maintenance Service	9825T05084411
IC Autosampler	6640T05084400
IC Anion Intelligent Columns	6640T05084401
IC Anion Guard Columns	6640T05084402
IC Cation Intelligent Columns	6640T05084403
IC Cation Guard Columns	6640T05084404
Computer	7010T05084429
IC Software	7030T05084397
Heavy Duty Laser Colour Printer	7025T05084430
Black Heavy Duty Laser Printer Toner	7045T05084431
Cyan Heavy Duty Laser Printer Toner	7045T05084432
Magenta Heavy Duty Laser Printer Toner	7045T05084433
Yellow Heavy Duty Laser Printer Toner	7045T05084434
Comprehensive IC Training	9825T05084377
Uninterrupted Power Supply unit (UPS)	6130T05026818
2.5" USB3 External Harddrive	7025T05055408
IC Annual Preventative Maintenance Service	9825T05084411
IC Emergency repairs Service	9825T05084412

57

SPEC NO: 32322/2022

BID SPECIFICATION FOR THE SUPPLY, DELIVERY AND INSTALLATION OF AN INTEGRATED ION CHROMATOGRAPHY INSTRUMENT (IC) FOR SCIENTIFIC ANALYSIS SECTION, INCLUDING TRAINING AND A THREE YEARS MAINTENANCE PLAN

DESCRIPTION	ICN CODE
IC Software updates and license renewals	9825T05084413
IC Computer Hardware Upgrade/Replacement	9825T05084414
Antivirus Software Program and Licence	7030T05084416
IC Sample Tubes	6640T05084405
IC Sample Tube Stoppers	6640T05084406
IC Anion Eluent Concentrate	6640T05084407
IC Cation Eluent Concentrate	6640T05084408
IC Suppressor Module	6640T05084409
IC On Demand Eluent Preparation Module	6640T05084410

RANK	SURNAME & INITIALS	DESIGNATION	SIGNATURE AND DATE
Lieutenant Colonel	Serite ED	Supervisor: Paint Analysis: Trace Analysis: Scientific Analysis Section: Forensic Science Laboratory	 2022-12-07 Lt Col D. E. SERITE
Lieutenant Colonel	Lenong KA	Supervisor: Explosives Analysis: Trace Analysis: Scientific Analysis Section: Forensic Science Laboratory	
Lieutenant Colonel	Masondo P	Technical Management: Scientific Analysis Section	 2022/12/07
Colonel	Mlabateki T	Commander: Trace Analysis: Scientific Analysis Section: Forensic Science Laboratory	 T MLABATEKI COL 2022-12-07
Brigadier	JS Mowela	Section Head: Scientific Analysis Section	 2022-12-07 JS Mowela Brigadier

Annexure A

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (c) 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

66

may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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 canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

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

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

71

- 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.