

**SPECIFICATION FOR DISPOSAL OF USED OIL  
AND RELATED MATERIAL**  
2022-08-26

Rev: 010

SAPS 2988/2022

NR	REQUIREMENT	PARTICULARS OF BID
STATE UNDER PARTICULARS OF BID AGAINST EACH REQUIREMENT WHETHER THE BIDDER COMPLY OR DO NOT COMPLY WITH THE REQUIREMENT OF THE SPECIFICATION		COMPLY / DO NOT COMPLY

4.	<b><u>SERVICE LEVEL AGREEMENT (SLA)</u></b>	
4.1	Successful bidders must sign an SLA with SAPS after the award of the bid	-----
5.	<b><u>WARRANTY</u></b>	
5.1	The collection, transportation, storage and recycling or disposal of used oil must be guaranteed in terms of the General Conditions of Contract.	-----
6.	<b><u>ASSUMPTIONS MADE BY BIDDERS</u></b>	
6.1	No assumptions shall be made by bidders in their bid reply.	-----
6.2	It shall be the bidders' responsibility to obtain all information required to submit a comprehensive bid that meets all requirements.	-----
6.3	If any uncertainties exist regarding the interpretation of the requirements or specification, the bidder shall clarify such uncertainties with the SAPS.	-----
7.	<b><u>TELEPHONIC ENQUIRIES – TECHNICAL MATTERS</u></b>	
7.1	Bidders shall note that no telephonic enquiries in connection with technical matters regarding this bid shall be made to the SAPS.	-----
7.2	Any enquiries as referred to above shall be made well ahead of the bid closing date. Enquiries made later than seven (7) days before the bid closing date shall not be entertained by the SAPS.	-----


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7.3	All enquiries, whether of an administrative or technical nature shall be made <b>IN WRITING</b> and may be submitted by facsimile or e-mail to The Section Head: Acquisition Management, MGP & Services, Col TN Maleka, fax (086 642 4728) e-mail (MalekaT@saps.gov.za). This facsimile shall clearly identify the number of the Bid, the Specification number on this document.	

THE SPECIFICATION WAS PERUSED BY:

RANK	SURNAME & INITIALS	DESIGNATION	SIGNATURE & DATE
BRIGADIER	C JUGGADESAN	SECTION HEAD: MECHANICAL SERVICES	 DATE: 2022-09-12

THE SPECIFICATION WAS APPROVED BY:

RANK	SURNAME & INITIALS	DESIGNATION	SIGNATURE & DATE
MAJOR GENERAL	DM DIBAKOANE	HEAD: VEHICLE FLEET	 DATE: 2022-09-15




SOUTH AFRICAN POLICE SERVICES

MECHANICAL SERVICES

## CERTIFICATE

**SPECIFICATION FOR DISPOSAL OF USED OIL AND RELATED MATERIAL FOR  
A PERIOD OF TWO (2) YEARS TO SAPS GARAGE NATIONALLY: SPEC  
2988/2022 REV 010**

It is hereby certified that the specification was written in an unbiased manner  
to allow all potential bidders to offer their goods and services.

  
BRIGADIER  
SECTION HEAD: MECHANICAL SERVICES  
C JUGGADESAN

Date: 2022-04-12



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**DISPOSAL OF USED OIL AND RELATED MATERIAL FOR  
A PERIOD OF TWO YEARS IN ACCORDANCE WITH SAPS SPECIFICATION  
NUMBER 2988/2015**

<b>EASTERN CAPE</b>		
	<b>GARAGE</b>	<b>UNIT COST(INCL VAT) PRICE PER LITER</b>
3227000978	Algoa Park	
1568000978	Aliwal North	
1576000978	Barkley East	
8011000978	Bisho	
3247000978	Cradock,	
1508000978	East London	
2615000978	Graaff Reinet	
3297000978	Grahamstown	
3211000978	Humewood	
3276000978	Jeffrey's Bay	
	Maluti	
	Msobomvu	
2589000978	Middelburg	
3208000978	Mount Road	
9004000978	Mthatha	
1540000978	Queenstown	
3270000978	Uitenhage	
<b>TOTALS</b>		

<b>FREE STATE</b>		
<b>STORE NO</b>	<b>GARAGE</b>	<b>UNIT COST(INCL VAT) PRICE PER LITER</b>
3573000978	Bethlehem	
3728000978	Kroonstad	
3542000978	Ladybrand	
3576000978	Mafube	
3508000978	Park Road	
3611000978	Phillipolis	
1210000978	Phuthaditjaba	
3738000978	Sasolburg	
7122000978	ThaBanchu	
3708000978	Welkom	
<b>TOTALS</b>		

<b>GAUTENG</b>		
<b>STORE NO</b>	<b>GARAGE</b>	<b>UNIT COST(INCL VAT) PRICE PER LITER</b>
244000978	Benoni	
1114000978	Brixton	

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414000978	Carletonville	
7052000978	Ga-Rankuwa	
285000978	Germiston	
1108000978	JHB Central	
286000978	Katlehong	
808000978	Krugersdorp	
1135000978	Norwood	
45000978	Pta Central	
26000978	Pta North	
69000978	Pta Moot	
3413000978	Protea Glen	
1153000978	Randburg	
853000978	Roodepoort	
73000978	Silverton	
208000978	Springs	
7076000978	Temba	
830000978	Vereeniging	
<b>TOTALS</b>		

<b>KWAZULUNATAL</b>		
<b>STORE NO</b>	<b>GARAGE</b>	<b>UNIT COST(INCL VAT) PRICE PER LITER</b>
2111000978	Alexandra Road	
1955000978	Dundee	
2308000978	Durban Central	
1976000978	Eshowe	
2141000978	Greytown	
2354000978	Jacobs	
9124000978	Jozini	
2197000978	Kokstad	
2168000978	Ladysmith	
2383000978	Mariannhill	
1908000978	NewCastle	
2378000978	Pinetown	
2396000978	Port Shepstone	
1986000978	Richardsbay	
4036000978	Ulundi	
2336000978	Verulam	
1928000978	Vryheid	
<b>TOTALS</b>		

<b>LIMPOPO</b>		
<b>STORE NO</b>	<b>GARAGE</b>	<b>UNIT COST(INCL VAT) PRICE PER LITER</b>
7206000978	Lebowakgomo	
914000978	Makhado	



939000978	Modimoile	
916000978	Musina	
908000978	Polokwane	
6011000978	Thohoyandou	
964000978	Tzaneen	
<b>TOTALS</b>		

MPUMALANGA		
STORE NO	GARAGE	UNIT COST(INCL VAT) PRICE PER LITER
674000978	Ermelo	
2021000978	Kwamhlanga	
608000978	Middelburg	
642000978	Nelspruit	
708000978	Standerton	
<b>TOTALS</b>		

NORTH WEST		
STORE NO	GARAGE	UNIT COST(INCL VAT) PRICE PER LITER
20000978	Brits	
429000978	Klerksdorp	
7036000978	Lehurutshe	
450000978	Lichtenburg	
7012000978	Mmabatho	
408000978	Potchefstroom	
7113000978	Pudimoe	
474000978	Rustenburg	
1360000978	Vryburg	
<b>TOTALS</b>		

NORTHERN CAPE		
STORE NO	GARAGE	UNIT COST(INCL VAT) PRICE PER LITER
1338000978	De Aar	
1308000978	Kimberley	
1383000978	Kuruman	
1807000978	Springbok	
1412000978	Upington	
<b>TOTALS</b>		

WESTERN CAPE		
STORE NO	GARAGE	UNIT COST(INCL VAT) PRICE PER LITER

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2559000978	Beaufort West	
3086000978	Bellville	
3008000978	Cape Town	
2532000978	George	
3010000978	Maitland	
1717000978	Malmesbury	
2508000978	Oudtshoorn	
1708000978	Paarl	
1833000978	Stellenbosch	
1749000978	Swellendam	
1777000978	Vredendal	
1745000978	Worcester	
3035000978	Wynberg	
TOTALS		

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PROV	GARAGE DESCRIPTION	PHYSICAL ADDRESS	POSTAL ADDRESS	STATE YES/NO
WESTERN CAPE	Maitland Garage (Main)	14 Jan Smuts Drive, Pinelands	P O Box 555 HOWARD PLACE 7450	.
	Bellville Aux Garage	Voortrekker Road (at Police Station) Bellville	P O Box 52 BELLVILLE 7535	
	Malmesbury Aux Garage	Piketberg Street, Malmesbury	PO Box 18 MALMESBURY 7300	
	Paarl Aux Garage	17 Zuidmeer Street Paarl	PO Box 240 PAARL 7620	
	Stellenbosch Aux Garage	New Helshoogte Road Stellenbosch	PO Box 55 STELLENBOSCH 7599	
	Vredendal Aux Garage	River Road (at Police Station) Vredendal	Private Bag X4 VREDENDAL 8160	
	Worcester Aux Garage	1 Bird Lane Worcester	Private Bag X3066 WORCESTER 6849	
	Wynberg Aux garage	1 Cavan Road Wynberg 7800	Private Bag X5 WYNBERG 7824	
	Oudtshoorn Garage (Main)	Park Road South Oudtshoorn	Private Bag X671 OUDTSHOORN 6620	
	Beaufort West Aux Garage	3 Bird Street (at Police Station) Beaufort West	Private Bag X552 BEAUFORT WEST 6970	



	George Aux Garage	SAPS Masimanyane complex 11 Plantation Road George	Private Bag X6502 Heatherlands GEORGE 6530	
	Swellendam Aux Garage	2 Rhenius Street (at Police Station) Swellendam	PO Box 22 SWELLENDAM 6740	
EASTERN CAPE	East London Garage (Main)	3 Cotton Road Gately East London 5201	Private Bag X9037 EAST LONDON 5201	
	Aliwal North, Aux Garage	Grey Street Agricultural Building Aliwal North	Private Bag 1014 Drakensberg ALIWAL NORTH 9750	
	Barkley East, Aux Garage	29 Cole Street Barkley East	PO Box 97 BARKLEY EAST 9786	
	Bisho, Aux Garage	R63 Old Military Base Bhisho	Private Bag 0009 BHISHO 5608	
	Mthatha Aux Garage	Vukazana Street Police Camp	PO Box 754 MTHATHA 5100	
	Maluti, Aux Garage	Military Base Maluti	PO Box 3 MALUTI 4740	
	Umsobomvu	Msobomvu Police Station Butterworth	PO Box 6026 MSOMBOMVU 4960	
	Port Elizabeth (Humewood) (Main)	Lower Main Road, Southern Port Elizabeth	Private Bag X6068 PORT ELIZABETH 6000	

	AlgoaPark, Aux Garage	Amourplate Road Struandale	P O Box 13434 Struandale PORT ELIZABETH 6000	
	Craddock, Aux Garage	32 Cawood Street Craddock	32 Cawood Street CRADOCK 5880	
	Graaff Reinet, Aux Garage	4 Middle Street Graaff Reinet 6280	Private Bag X01 GRAAFF-REINET 6280	
	Grahamstown, Aux Garage	2 Howse Street Grahamstown 6140	Private Bag X1 GRAHAMSTOWN 6140	
	Jeffrey's Bay, Aux Garage	6 Woltemade Street Jeffreys Bay	PO Box 18 JEFFREY'S BAY 5330	
	Mount Road, Aux Garage	Corner 1 - 9 Lenox & Mount Road Mount Croix Port Elizabeth 6000	Corner 1 - 9 Lenox & Mount Road Mount Croix PORT ELIZABETH 6000	
	Queenstown, Aux Garage	Military Base Queenstown	Private Bag X7102 QUEENSTOWN 5320	
	Uitenhage Aux Garage	84 / 86 John Street Uitenhage	84/86 John Street UITENHAGE 6230	
		39 Schmidtsdift Road Riviera Kimberley		
NORTHERN CAPE	Kimberley Garage (Main)		P O Box 5039 KIMBERLEY 8301	

	De Aar, Aux Garage	20 Schelner Street De Aar	Private Bag X1003 DE AAR 7000	
	Kuruman, Aux Garage	14 Voortrekker Street Kuruman	P O Box 906 KURUMAN 8460	
	Springbok, Aux Garage	2900 Kwartsiet Street Industrial Area Springbok	Private Bag X5 SPRINGBOK 8240	
	Upington, Aux Garage	114 Schroder Street Upington	Private Bag X5986 UPINGTON 8800	
FREE STATE	Bloemfontein (Parkweg) Garage (Main)	12 George Lubbe Street Bloemfontein 9300	Private Bag X20585 BLOEMFONTEIN 9300	
	Bethlehem Aux Garage	4 Rooiberg Street Bethlehem 9700	Private Bag X53 BETHLEHEM 9702	
	Ladybrand, Aux Garage	46 Prinses Street Ladybrand	PO Box 103 LADYBRAND 9745	
	Phillipolis, Aux Garage	Tobie Muller Street Phillipolis 9970	PO Box 30 PHILLIPOLIS 9970	
	Phuthaditjaba, Aux Garage	Old Logistics Building Mandela Park Phuthaditjaba	Private Bag X18 PHUTHADITJABA 9866	
	ThaBanchu, Aux Garage	OLD MILITARY BASE SELOSESHA Thaba Nchu	Private Bag X15 THABA NCHU 9780	



	Welkom Garage (Main)	88 Jan Hoffmeyer Street Welkom 9460	Private Bag 22 WELKOM 9459	
	Kroonstad, Aux Garage	c/o Seventh & Eight Street Kroonstad 9500	Private bag X27 KROONSTAD 9500	
	Mafube, Aux Garage	1 Plane Street Frankfort 9830	PO Box 39 FRANKFORT 9830	
	Sasolburg, Aux Garage	Richard Street Sasolburg 9700	P O Box 51 SASOLBURG 0157	
LIMPOPO	Polokwane Garage (Main)	c/o 22nd and 8th Avenue Industria Polokwane	Private Bag X2498 POLOKWANE 0700	
	Modimolle Aux Garage	Allooy Street Industria MODIMOLLE	Private Bag X1022 MODIMOLLE 0510	
	Lebowakgomo, Aux Garage	Industrial Area (no street name)	Private Bag X26 CHUENESPOORT 0737	
	Makhado, Aux Garage	5 Van Den Berg Street Industria Makhado	Private Bag X12 MAKHADO 0920	
	Musina, Aux garage	Former SANDF garage N1 Musina	Private Bag X628 Sibasa MUSINA 0970	
	Thohoyandou, Aux Garage	Sibasa Area Commissioners Office, Mbilwi Street Thohoyandou	Private Bag X2326 SIBASA 0970	

	Tzaneen Aux Garage	1 Antimoni Street New Industria Tzaneen	Private Bag X4021 TZANEEN 0850	
MPUMALANGA	Nelspruit Garage (Main)	4 Waterfall Avenue Nelspruit	Private Bag X11251 NELSPRUIT 1200	
	Ermelo, Aux Garage	12 Murray Street Ermelo	P O Box 67 ERMELO 2350	
	Standerton, Aux Garage	59 Chari Cilliers Standerton 2430	Private Bag X2006 STANDERTON 2430	
	Middelburg Garage (Main)	9 Mandela Drive Middelburg	Private Bag X1813 MIDDELBURG 1050	
	Kwamhlanga Aux Garage	Works Department Building Moloto / Marble Hall Rd Kwamhlanga	Private Bag X4001 KWAMHLANGA 1022	
NORTH WEST	Potchefstroom Garage (Main)	33 Ross Street Potch Industrial Potchefstroom 2520	P O Box 801 POTCHEFSTROOM 2550	
	Klerksdorp, Aux Garage	88 Fabriek Street Klerksdorp 2571	Private Bag A12 KLERKSDORP 2570	
	Lichtenburg, Aux Garage	20 Lang Street Lichtenburg	Private Bag X12022 LICHTENBURG 2740	

	Mmabatho, Aux Garage	Devondale Road Rooigrond	Private Bag X 2019 MAFIKENG 2745	
	Pudimoe, Aux Garage	Kabelo Molaolwa Street Pudimoe 8581	Private Bag X 17 PUDIMOE 8581	
	Vryburg, Aux Garage	18 Oos Street Vryburg	Private Bag X11 VRYBURG 8600	
	Rustenburg Garage	2 Wulfse Street Rustenburg	Private Bag X82301 RUSTENBURG 0300	
	Brits, Aux Garage	3 Court Street Brits	P O Box 84 BRITS 0250	
	Lehurutshe, Aux Garage	LM Mangope Highway Road Lerato 2880	Private Bag X 2001 LERATO 2880	
GAUTENG	Benoni Garage (Main)	Corner Hospital & Great North Benoni	Private Bag X003 BENONI 1500	
	Germiston Aux Garage	Corner 10 Long Street & Spilsbury Street Germiston	P.O. Box X 1401 GERMISTON 1400	
	Katlehong, Aux Garage	814 Mosoeu Street Ramokonopi West Katlehong	814 Mosoeu street Ramokonopi West Katlehong 1430	
	Springs Aux Garage	5 Welgedacth Street Springs	Private Bag X16 SPRINGS 1560	



	Diepkloof Garage (Main)	1 Colinder Road Diepkloof	Private Bag BERTSHAM 2013	
	Brixton, Aux Garage	1 Caroline Street Brixton	Private Bag X03 BRIXTON 2019	
	Norwood, Aux Garage	12 Patterson Road Norwood	12 Paterson Road NORWOOD 2192	
	Protea Glen Aux Garage	No. 1 Ndaba Drive Protea North	Private Bag X051 JOHANNESBURG 2000	
	Randburg, Aux Garage	20 Sheperd Street Randburg	Private Bag X3016 RANDBURG 2125	
	Roodepoort, Aux Garage	4 Raath Street Horizon Roodepoort	Private Bag X4 ROODEPOORT 1725	
	Vereeniging, Aux Garage	18 Kariba Street Powerville Vereeniging	Private Bag X02 VEREENIGING 1930	
	Pretoria (Silverton) Garage (Main)	c/o Young & Moreleta Street Silverton	Private Bag X254 PRETORIA 0001	
	Ga-Rankuwa, Aux Garage	6543 Kgolega Street Garankuwa	Private Bag X1089 GARANKUWA 0208	
	Pretoria North, Aux Garage	325 Ben Viljoen Street Pretoria North	Private Bag X3 PRETORIA NORTH 0162	
	Silverton, Aux garage	Leeubekkie Street Silverton	Private Bag X254 PRETORIA	

	Temba, Aux Garage	No. 1 Soutpan Road Hammankraal	PRETORIA	
KWA ZULU NATAL	Jacobs (Wentworth) Garage (Main)	256 Balfour Rd Jacobs	PO Box 12319 JACOBS 4026	
	Durban Central, Aux Garage	282 Stalward Simelane Street Durban	PO Box 391 DURBAN 4001	
	Eshowe, Aux Garage	73 Main Street Eshowe	Private Bag 505 ESHOWE 3815	
	Jozini Aux Garage	On the road from Jozini to Mbaswane (R449)	P O Box 21 JOZINI 3969	
	Mariannhill Aux Garage (POPS DBN)	85 Richmond Drive Mariannhill	Private Bag X9003 PINETOWN 3600	
	Port Shepstone, Aux Garage	Lot 1581 Izotsha	PO Box 2508 PORT SHEPSTONE 4240	
	Richardsbay, Aux Garage	124 Alimni Allee Alton	Private Bag X1014 RICHARDS BAY 3900	
	Verulam, Aux Garage	20 Galland Street Verulam	PO Box 16 VERULAM 4340	
	Pietermaritzburg Garage (Main) (ALEXANDRA ROAD)	1 Justitia Road Oribi Pietermaritzburg	Private Bag X9109 PIETERMARITZBURG 3201	
	Dundee, Aux Garage	7 & 9 Dias Road Dundee	Private Bag X2013 DUNDEE 3000	

	Greytown, Aux Garage	99 Pine Street Greytown	Private Bag X5565 GREYTOWN 3250	
	Kokstad, Aux Garage	1 Stragen Street Top Camp Kokstad	Private Bag X525 KOKSTAD 4700	
	Ladysmith, Aux Garage	R103 Road Next to RTI	PO Box 122 LADYSMITH 3370	
	NewCastle, Aux Garage	14 MacAdam Street Riverside Industrial Newcastle	Private Bag X6619 NEWCASTLE 2940	
	Ulundi, Aux Garage	B109 King Mpande Street Ulundi	Private Bag X14 ULUNDI 3838	
	Vryheid, Aux Garage	300 Heeren Street Vryheid	Private Bag X93605 VRYHEID 3100	



**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

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## General Conditions of Contract

### 1. Definitions

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



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

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



**security**

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

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

**8. Inspections, tests and analyses**

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



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

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

## **9. Packing**

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

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

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

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

#### 14. Spare parts

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

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

#### 15. Warranty

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

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

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

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

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



may have against the supplier under the contract.

#### **16. Payment**

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

#### **17. Prices**

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

#### **18. Contract amendments**

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

#### **19. Assignment**

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

#### **20. Subcontracts**

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

#### **21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily



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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 Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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