



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/08TD (24):

1 st Adjustment	After One year of signing the contract		Date of application of adjustment after approval was obtained
2 ND Adjustment	After two years of signing the contract		Date of application of adjustment after approval was obtained

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

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

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

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

The formula described above will be used and the imported cost component of the bid price (D1) will be adjusted taking into account the base RoE rate.

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

The imported cost component (D1) will be adjusted together with all the other cost components Rate(s) of exchange to be used in this bid in the conversion of the bid price of the item(s) to South African currency is indicated in the table below.

17. GENERAL

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

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

CPA applications will be applied strictly according to the specified formula and parameters above as well as the cost breakdown supplied by bidders in their bid documents.

In the event where the supplier's CPA application, based on the above formula and parameters, differs from Contract Management SAPS verification, Contract Management SAPS will consult



SPECIAL CONDITIONS OF CONTRACT 19/1/9/1/08TD (24):

with the supplier to resolve the differences. The South African Police Service reserves the right to negotiate amended contract prices at any stage prior to the final notification to end users.

18. BREACH OF CONTRACT

The South African Police Service reserves the right to terminate the contract(s) if the contractor does not honour contract(s) obligations including submission of information.

19. PACKAGING

Goods supplied must be packed in suitable packaging before distribution to the end users.

NAME OF BIDDER:

NAME OF CONTACT PERSON:

CAPACITY:

SIGNATURE: DATE:



AUTHORIZATION DECLARATION

NAME OF THE BIDDER: _____

BID NUMBER: _____

DESCRIPTION: _____

CLOSING DATE: _____

Are you sourcing the goods or services from a third party?

YES	NO
-----	----

** If you have answered YES to the above question, please provide full details in the table below of the third party(ies) from whom you are sourcing the goods or services.*

1. Declaration by the bidder where the bidder is sourcing goods or services from a third party.

The bidder hereby declares the following:-

- 1.1 The bidder is sourcing the goods or services listed in the Form 1 attached, from a third party in order to comply with the terms and conditions of the bid.
- 1.2 The bidder has informed the third party of the terms and conditions of the bid and the third party is acquainted with the said terms and the description of the goods or services listed in the Form 1.
- 1.3 The bidder has received the attached, unconditional written undertaking from the third party to supply the goods or services listed in the form 1 in accordance with the terms and conditions of the bid document for the duration of the contract. A template has been attached (Form 2) that is to be used for the purpose of the third party undertaking.
- 1.4 The bidder confirms that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party.

2. The bidder declares that the information contained herein is true and correct.**3. The bidder acknowledges that the SAPS reserves the right to verify the information contained therein and if found to be false or incorrect may invoke any remedies available to it in the bid documents.****SIGNATURE BY THE BIDDER**

Signed at _____ on the _____ day of _____ 20____

Signature _____ Full name _____

Designation _____

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List of goods or services offered

Bid Item No	Brand Name	Name of the company from where the goods or services will be sourced	Address and contact details of the company from where the goods or services will be sourced

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Note:

*The authorization letter must be original, signed and on an official letterhead of the third party.
A separate authorization letter must be included for each third party.
The authorization letter must be addressed to the Bidding Company.*

No copies of the authorization letter will be accepted. The validity of authorization letter/s will be verified with the third party/ies.

Name of Bidding Company

Address of Bidding Company

Attention:

Dear Sir/Madam

AUTHORIZATION LETTER: TENDER NR _____

We, _____ (Name of Third Party) hereby authorize you,
_____ (Name of Company) to include the products listed below in
your bid submission for the abovementioned contract.

We confirm that we have firm supply arrangements in place, and have familiarized ourselves with the item descriptions, specifications and bid conditions relating to item/s listed below.

Item no.	Description of product	Brand name

(Should the table provided not be sufficient for all the items offered, please provide additional information as an attachment and it must be properly referenced to this document)

Yours faithfully,

Signature of Third Party

Date: _____

Bid Item No	Brand Name	Name of the company from where the goods or services will be sourced	Address and contact details of the company from where the goods or services will be sourced

(Should the table provided not be sufficient for all the items offered, please provide additional information as an attachment and it must be properly referenced to this document)

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Bid Specification for the Maintenance, Calibration and Repair of Equipment at Platteklouf (Western Cape), Pretoria (Gauteng), Gqeberha (Eastern Cape) and Amanzimtoti (KwaZulu – Natal) Laboratories for a period of three (3) years.

SYNOPSIS:

The Bid specification for Maintenance, Calibration and Repair of Equipment at Platteklouf (Western Cape), Pretoria (Gauteng), Gqeberha (Eastern Cape) and Amanzimtoti (KwaZulu – Natal) Forensic Science Laboratories (FSL) of the South African Police Service (SAPS) for a period of three (3) years. It details the nature, quality and scope of the service to be provided.

Maintenance refers to all planned work done or service per set interval.

Repair refers to unplanned service and replacements / upgrades on equipment to maintain it in an operational condition.

Calibration is a set of operations that establish, under specified conditions, the relationship between values of quantities indicated by a measuring instrument and the corresponding values realised by standards.

BID SPECIFICATION:

Services rendered has to comply with the specifications as set out in this bid document.

A bidder will be disqualified if the requested documentation is not supplied with this bid document.

The bid application must include a handwritten COMPLY or DO NOT COMPLY in all items under a lot bided for.

A bidder may bid for one- or more lots as set in Section 3.

Lots not bided for can be scratched out and write N/A across.

Do not leave blank spaces.

Do not make a tick (✓) or an (x), (Yes) or (No) on the compliance area.

All documentation must be provided in English

SAPS reserves the right to split the awarding of items specified in this bid.

Addresses where the services will be provided:

Gauteng:

730 Pretorius Street
Arcadia
PRETORIA

Western Cape:

47 Silwerboom Road
Platteklouf
CAPE TOWN

Eastern Cape:

Eben Donges Building
5th Floor
Hancock Street
North End
GQEBERHA

Kwa-Zulu Natal:

12 Bjorseth Crescent
Amanzimtoti
DURBAN

Bid Specification for the Maintenance, Calibration and Repair of Equipment at Platteklouf (Western Cape), Pretoria (Gauteng), Gqeberha (Eastern Cape) and Amanzimtoti (KwaZulu – Natal) Laboratories for a period of three (3) years.		
#	Specifications	COMPLY/DO NOT COMPLY
1.	General requirements	
1.1	Bidder must provide a comprehensive list per item and prices of parts expected for routine replacement or known as common repair with VAT included (Expected life-time of parts stated). This must be filed under Appendix 1 – General requirements must be submitted with the bid document.	
1.2	This agreement is valid for a period of 3 years (36 months) from the commencement date.	
1.3	Planned maintenance or calibration of Equipment shall only be performed after hours (after 16:00 on weekdays) or over weekends in consultation between the successful bidder and SAPS.	
1.4	The bidder will provide all parts and consumables as per service requirement or problem resolution requirement. Any hardware and software shall be upgraded to the latest available version upon replacement thereof.	
1.5	All parts needed should be readily available at all time (if shipment is required from abroad, it should not exceed 14 working days). If at any time a spare part is used, a new spare part with the same configuration or upgrade to better the system must be used. The latter must first be discussed with the end-user SAPS, FSL.	
1.6	No changes shall be made on any of the Equipment without the knowledge and consent from the SAPS, FSL. Change requests must be made in writing. The change request must include the reasons for change, cost of change, duration to implement the change and the impact of the change on operations and production.	
1.7	Repairs requested must be acknowledged within 4 hours, all faults must be resolved within 14 days.	
1.8	The labour and travel cost or call out fee for the respective laboratory must be included in all planned maintenance, calibration or repair. In instances where the services rendered required no spare parts, only labour hours and travel or call out fee will be claimed. SAPS, FSL will not be held responsible for the transportation of contractors, subcontractors, any consumables and tools that the contractor or subcontractor may require in order to perform their duties.	
1.9	It is mandatory that a trained and experienced technician render the service. (Proof of training of technicians is required and must be submitted with the bid document e.g. factory trained engineer certificate). In the event where technicians are changed during the contract period, the proof of training must be submitted to the end user. This must be filed under Appendix 2 –Training Records .	

Bid Specification for the Maintenance, Calibration and Repair of Equipment at Plattekloof (Western Cape), Pretoria (Gauteng), Gqeberha (Eastern Cape) and Amanzimtoti (KwaZulu – Natal) Laboratories for a period of three (3) years.

#	Specifications	COMPLY/DO NOT COMPLY
1.10	For calibration, an accredited supplier must provide proof of accreditation. In the event where the service provider is not accredited, proof of adherence to the applicable standard in the field of calibration and relevant training must be submitted.	
1.11	Meetings should be held between the successful bidders and the SAPS, FSL on a monthly basis or as required. These meetings shall serve as a platform for feedback and assistance for optimal equipment management and usage.	
1.12	Support staff resource must be supplied by the successful bidders and may be subjected to a vetting process. (An updated list may be requested as needed)	
1.13	The successful bidders shall take all necessary precautions to preserve the integrity of the SAPS, FSL data to prevent corruption or loss of such data. In the event of any loss of data, the bidder shall be held liable for all costs and damages associated thereof.	
1.14	Equipment data shall at all times remain confidential and the sole property of the SAPS, FSL and shall not be used by the contractor or sub-contractor for any purpose other than in accordance with the agreement. All data and software in the instrument will not be removed without authorization from SAPS, FSL, all data must be backed up.	
1.15	The successful bidders shall ensure compliance with all applicable confidentiality undertakings contained in this agreement and shall refrain from any action that may adversely affect the SAPS reputation or goodwill.	
2	Maintenance, Calibration and Repairs	
2.1	It is mandatory that after any work done on the equipment, the technician must ensure that all relevant tests/ checks pass as prescribed. Ensure that the equipment is decontaminated and suitable for intended operational use.	
2.2	Technicians entering the laboratory must submit their reference DNA samples or DNA profiles compatible to CODIS to the Biology Section, FSL. This will be used for elimination purposes should contamination be detected at the Biology Section, FSL	
2.3	All successful bidders' staff accessing the FSL will be required to be cleared by FSL security, sign in and out at reception upon every visit and agree to comply with all legislation that applies as well as to SAPS and FSL rules.	
2.4	The bidder must ensure strict compliance to all Occupational Health and Safety Act (Act no 85 of 1993) regulations, including the wearing of relevant Personal Protective Equipment and participating in emergency evacuations.	

Bid Specification for the Maintenance, Calibration and Repair of Equipment at Platteklouf (Western Cape), Pretoria (Gauteng), Gqeberha (Eastern Cape) and Amanzimtoti (KwaZulu – Natal) Laboratories for a period of three (3) years.

#	Specification	COMPLY/ DO NOT COMPLY					
2.5	Upon completion of the maintenance, repair and/or calibration of equipment, the bidder must issue a certificate or report to this effect within 7 working days. An example must be filed under Appendix 3- Proforma/Example of a Maintenance report and/or Calibration certificate must be submitted with the bid document.						
2.6	After each maintenance, a report is required in an Affidavit format. The format will be provided by Forensic Science Laboratory. This is applicable to Lot E, F, and H only.						
2.7	The planned maintenance intervals must be performed as per section 3.						
2.8	Invoices must be submitted within 7 days for the services rendered upon completion of the service. ICN codes to be included in the invoice as per section 3. An example must be filed under Appendix 4- Invoices must be submitted with the bid document.						
2.9	The warranty period of all the items/work completed must be stated. If the problem recurs within 6 months, then the bidder must resolve the problem at their cost.						
2.10	Bidders will conduct conditional assessment then provide quotations or reports for work that need to be performed before commencement of the contract.						
2.11	The bidder must take note that the service rendered will be per SAPS, FSL need and is subjected to change.						
3	Analytical technologies involved	Number of Equipment per region					COMPLY/DO NOT COMPLY
		GP	KZN	EC	WC	Service intervals	
3.1	Lot A						
3.1.1	Gilson Pipettes Calibration (ICN#9825T05071882) Repair (ICN#9825T05071884)	400	9	9	200	Annually	
3.1.2	Capp Pipettes Calibration (ICN#9825T05088923) Repair (ICN#9825T05088924)	0	0	0	150	Annually	
3.2	Lot B						
3.2.1	Eppendorf Centrifuges Maintenance (ICN#9825T05086692) Repair (ICN#9825T05086503)	0	0	0	17	Annually	
3.2.2	Thermo Scientific Pico Centrifuges Maintenance (ICN#9825T05086695) Repair (ICN#9825T05086504)	27	0	0	0	Annually	
3.2.3	Hettich Centrifuges Maintenance (ICN#9825T05086697) Repair (ICN# 9825T05086505)	6	0	0	6	Annually	

Bid Specification for the Maintenance, Calibration and Repair of Equipment at Platteklouf (Western Cape), Pretoria (Gauteng), Gqeberha (Eastern Cape) and Amanzimtoti (KwaZulu – Natal) Laboratories for a period of three (3) years.

#	Analytical technologies involved	GP	KZN	EC	WC	Service intervals	COMPLY/ DO NOT COMPLY
3.1.4	Sigma 1-14 Centrifuges Maintenance (ICN#9825T05086701) Repair (ICN#9825T05086506)	8	0	0	4	Annually	
3.1.5	Heal Force Centrifuges Maintenance (ICN#9825T05086704) Repair (ICN#9825T05086507)	5	0	0	0	Annually	
3.3	Lot C						
3.3.1	Eppendorf Thermoshakers Maintenance(ICN#9825T05086709) Repair (ICN#9825T05086508)	1	0	0	20	18 months	
3.3.2	Boeco Thermoshakers Maintenance (ICN#9825T05086714) Repair (ICN#9825T05086509)	34	0	0	0	18 months	
3.4	Lot D						
3.4.1	Plate Centrifuge Calibration (ICN#9825T05074673) Repair (ICN#(ICN# 9825T05060155)	8	0	0	6	Annually	
3.4.2	Tube Centrifuge Calibration (ICN#9825T05074674) Repair (ICN#9825T05060157)	4	0	0	6	Annually	
3.5	Lot E						
3.5.1	Hamilton Starlet Maintenance (ICN#9825T05071885) Repair (ICN#9825T05071888)	5	0	0	9	Bi-Annually	
3.5.2	Hamilton Starplus Maintenance (ICN# 9825T0501521) Repair (ICN#9825T0501524)	3	0	0	2	Bi-Annually	
3.5.3	Hamilton Easy Punch Maintenance (ICN# 9825T05074664) Repair (ICN# 9825T05060140)	2	0	0	6	Bi-Annually	
3.5.4	Hamilton 2-D Barcode Scanner Repair (ICN#9825T05051556)	1	0	0	2	As per need	
3.5.5	Plate Sealer Repair ICN #9825T05060142)	6	0	0	14	As per need	
3.5.6	De-Capper Repair (ICN#9825T05051536)	2	0	0	1	As per need	
3.6	Lot F						
3.6.1	Sequencing Detection System (7500) Maintenance (ICN#9825T05071889) Repair (ICN#9825T05071891)	5	0	0	4	Annually	

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#	Analytical technologies involved	GAU	KZN	EC	WC	Service intervals	COMPLY/ DO NOT COMPLY
3.6.2	Gene Amp thermal cycler (9700) Maintenance ICN#9825T05071892) Repair (ICN#9825T05071894)	19	0	0	37	Annually	
3.6.3	Genetic analyzer (3500XL) Maintenance ICN#9825T05071898) Repair (ICN#9825T05071900)	6	0	0	13	Annually	
3.7	Lot G						
3.7.1	Biological Safety Cabinet (tissue) Maintenance (ICN#9825T05086711) Repair (ICN#9825T05086713)	2	0	0	1	Bi-Annually	
3.7.2	Biological Safety Cabinet (General) Maintenance (ICN#9825T05071904) Repair (ICN#9825T05071906)	3	1	0	4	Annually	
3.7.3	Forensic Evidence Cabinet Maintenance (ICN#9825T05071907) Repair (ICN#9825T05071909)	8	5	8	7	Annually	
3.7.4	Fume hood Maintenance (ICN#9825T05071910) Repair (ICN#9825T05071912)	2	3	0	3	Annually	
3.7.5	Laminar Flow Cabinet Maintenance (ICN#9825T05071913) Repair (ICN#9825T05071915)	3	0	0	4	Annually	
3.7.6	Mystaire PCR Hood Maintenance (ICN#9825T05071889) Repair (ICN#9825T05071891)	1	0	0	2	Annually	
3.8	Lot H						
3.8.1	Tecan Evo Liquid Handler Maintenance (ICN#9825T05086706) Repair (ICN#9825T05086708)	6	0	0	0	Annually	
3.9	Lot I						
3.9.1	Minus40 Laboratory Fridges Maintenance(ICN#9825T05051583) Repair(ICN#9825T05051585)	0	0	0	3	As per need	
3.9.2	Climas Laboratory Fridges Maintenance(ICN#9825T05071923) Repair(ICN#9825T05071924)	0	0	0	3	As per need	
3.9.3	Climas Laboratory Freezers Maintenance(ICN#9825T05071927) Repair(ICN#9825T05071928)	0	0	0	3	As per need	
3.9.4	Esco Laboratory Fridges Maintenance(ICN#9825T05071879) Repair(ICN#9825T05071880)	0	0	0	2	As per need	

Bid Specification for the Maintenance, Calibration and Repair of Equipment at Platteklouf (Western Cape), Pretoria (Gauteng), Gqeberha (Eastern Cape) and Amanzimtoti (KwaZulu – Natal) Laboratories for a period of three (3) years.							
#	Analytical technologies involved	GAU	KZN	EC	WC	Service intervals	COMPLY/ DO NOT COMPLY
3.9.5	Arctiko Fridge-Freezer units Maintenance(ICN#9825T05071879) Repair(ICN#9825T05071880)	16	0	0	0	As per need	
3.9.6	Nuve KN294 Fridges Maintenance(ICN#9825T05074677) Repair(ICN#9825T05060132)	0	0	0	1	As per need	
3.9.7	Nuve KN120 Fridges Maintenance(ICN#9825T05074676) Repair(ICN#9825T05060130)	2	0	0	3	As per need	
3.9.8	Nuve FR490 Freezers Maintenance(ICN#9825T05074675) Repair(ICN#9825T05060128)	2	0	0	4	As per need	
3.10	Lot J						
3.10.1	Millipore Water system Maintenance (ICN# 825T05086703) Repair (ICN#9825T05060151)	5	1	0	5	As per need	
3.11	Lot K						
3.11.1	Uninterrupted Power Supply Maintenance (ICN# 825T05074678) Repair (ICN#9825T05060136)	6	0	0	0	As per need	
3.12	Lot L						
3.12.1	Compressor Maintenance (ICN#9825T05074679) Repair (ICN#9825T05060134)	2	0	0	2	As per need	
3.13	Rates						
3.13.1	Labour rate/hour	ICN#9825T05088008					
3.13.2	Call out fee	ICN#9825T05088009					

SPECIFICATION APPROVAL

The undersigned has reviewed and approved the specification of the Maintenance, Calibration and Repair of Equipment and agree with the approach it presents. Any changes to this specification will be coordinated with and approved by the undersigned.

Technical Manager

Signature:

Col FG Mashau.

Date:

2024-07-10

Print Name:

FG Mashau.

Rank:

Colonel.

DNA Process Manager

Signature:



Date:

2024-07-10

Print Name:

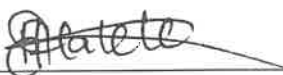
L. Mkhandwa

Rank:

Colonel

Section Head Biology

Signature:



Date:

2024-07-10

Print Name:

HLALELE FE
BRIGADIER

Rank:

Brigadier

Initial each page

SAPS reserves the right to split the awarding of items specified in this bid

CERTIFICATE OF SITE VISIT FOR CONDITIONAL ASSESSEMENT

ACKNOWLEDGEMENT OF INSPECTION REPORT

The undersigned has reviewed and approved the inspection as required for BID 19/1/9/1/08TD (24) CLAUSE 2.10. For the South African Police Service (SAPS) for a period of three (03) years and agree with the observations. Any changes to this inspection report will be coordinated with and approved by the undersigned,

	Bidder Inspector	Technical Management Rep
Signature		
Name		
Position		
Date		

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CERTIFICATE OF SITE VISIT FOR CONDITIONAL ASSESSEMENT

Region	Gauteng		
Address	730 Pretorius Street Arcadia PRETORIA		
Contact details	Rank	Colonel	
	Name	FG Mashau	
	Tel no	0826118864	
	Cell no	0826118864	
SYNOPSIS:			
Conditional assessment is the process of inspecting and evaluating the condition of the laboratory equipment that are operating according to manufacturers recommended latest specification (hardware, software and computers) and safety guidelines as per list below, the list is region specific.			
The bid application must include a handwritten INSPECTED or NOT INSPECTED in all items under a lot bided for. A bidder may inspect one- or more lots as set in the list below. Lots not bided for can be scratched out and write N/A across. Do not make a tick (✓) or an (x), (Yes) or (No) on the compliance area. bided for.			
Technicians entering the laboratory must submit their reference DNA samples or DNA profiles compatible to CODIS to the Biology Section, FSL. This will be used for elimination purposes should contamination be detected at the Biology Section, FSL			
		Items inspected	INSPECTED / NOT INSPECTED
3.2	Lot B		
3.2.2	Thermo Scientific Pico Centrifuges	27	
3.2.3	Hettich Centrifuges	6	
3.1.4	Sigma 1-14 Centrifuges	8	
3.1.5	Heal Force Centrifuges	5	
3.3	Lot C		
3.3.1	Eppendorf Thermoshakers	1	
3.3.2	Boeco Thermoshakers	34	
3.4	Lot D		
3.4.1	Plate Centrifuge	8	
3.4.2	Tube Centrifuge	4	
3.5	Lot E		
3.5.1	Hamilton Starlet	5	
3.5.2	Hamilton Starplus	3	
3.5.3	Hamilton Easy Punch	2	
3.5.4	Hamilton 2-D Barcode Scanner	1	
3.5.5	Plate Sealer	6	
3.5.6	De-Capper	2	

CERTIFICATE OF SITE VISIT FOR CONDITIONAL ASSESSEMENT

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	Bidder Inspector	Technical Management Rep
Signature		
Name		
Position		
Date		

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CERTIFICATE OF SITE VISIT FOR CONDITIONAL ASSESSEMENT

Region	Gauteng		
Address	730 Pretorius Street Arcadia PRETORIA		
Contact details	Rank	Colonel	
	Name	FG Mashau	
	Tel no	0826118864	
	Cell no	0826118864	
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		Items inspected	INSPECTED / NOT INSPECTED
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3.2.2	Thermo Scientific Pico Centrifuges	27	
3.2.3	Hettich Centrifuges	6	
3.1.4	Sigma 1-14 Centrifuges	8	
3.1.5	Heal Force Centrifuges	5	
3.3	Lot C		
3.3.1	Eppendorf Thermoshakers	1	
3.3.2	Boeco Thermoshakers	34	
3.4	Lot D		
3.4.1	Plate Centrifuge	8	
3.4.2	Tube Centrifuge	4	
3.5	Lot E		
3.5.1	Hamilton Starlet	5	
3.5.2	Hamilton Starplus	3	
3.5.3	Hamilton Easy Punch	2	
3.5.4	Hamilton 2-D Barcode Scanner	1	
3.5.5	Plate Sealer	6	
3.5.6	De-Capper	2	

Initial each page

SAPS reserves the right to split the awarding of items specified in this bid

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Initial each page

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	Bidder Inspector	Technical Management Rep
Signature		
Name		
Position		
Date		

SAPS reserves the right to split the awarding of items specified in this bid

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CERTIFICATE OF SITE VISIT FOR CONDITIONAL ASSESSEMENT

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	Bidder Inspector	Technical Management Rep
Signature		
Name		
Position		
Date		

CERTIFICATE OF SITE VISIT FOR CONDITIONAL ASSESSEMENT

Region	Western Cape		
Address	47 Silwerboom Road Platteklouf CAPE TOWN		
Contact details	Rank	Captain	
	Name	N Paulse	
	Tel no	0219290083	
	Cell no	0845871289	
SYNOPSIS:			
Conditional assessment is the process of inspecting and evaluating the condition of the laboratory equipment that are operating according to manufacturers recommended latest specification (hardware, software and computers) and safety guidelines as per list below, the list is region specific. The bid application must include a handwritten INSPECTED or NOT INSPECTED in all items under a lot bided for. A bidder may inspect one- or more lots as set in the list below. Lots not bided for can be scratched out and write N/A across. Do not make a tick (✓) or an (x), (Yes) or (No) on the compliance area. bided for. Technicians entering the laboratory must submit their reference DNA samples or DNA profiles compatible to CODIS to the Biology Section, FSL. This will be used for elimination purposes should contamination be detected at the Biology Section, FSL			
		Items inspected	INSPECTED / NOT INSPECTED
3.2	Lot B		
3.2.2	Eppendorf Centrifuges	17	
3.2.3	Hettich Centrifuges	6	
3.1.4	Sigma 1-14 Centrifuges	4	
3.3	Lot C		
3.3.1	Eppendorf Thermoshakers	20	
3.4	Lot D		
3.4.1	Plate Centrifuge	6	
3.4.2	Tube Centrifuge	6	
3.5	Lot E		
3.5.1	Hamilton Starlet	9	
3.5.2	Hamilton Starplus	2	
3.5.3	Hamilton Easy Punch	6	
3.5.4	Hamilton 2-D Barcode Scanner	2	
3.5.5	Plate Sealer	14	
3.5.6	De-Capper	1	
3.6	Lot F		
3.6.1	Sequencing Detection System (7500)	4	
3.6.2	Gene Amp thermal cycler (9700)	37	
3.6.3	Genetic analyzer (3500XL)	13	

Initial each page

SAPS reserves the right to split the awarding of items specified in this bid

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CERTIFICATE OF SITE VISIT FOR CONDITIONAL ASSESSEMENT

[illegible]

CERTIFICATE OF SITE VISIT FOR CONDITIONAL ASSESSEMENT

ACKNOWLEDGEMENT OF INSPECTION REPORT

The undersigned has reviewed and approved the inspection as required for BID 19/1/9/1/08TD (24) CLAUSE 2.10. For the South African Police Service (SAPS) for a period of three (03) years and agree with the observations. Any changes to this inspection report will be coordinated with and approved by the undersigned,

	Bidder`s Inspector	Technical Management Rep
Signature		
Name		
Position		
Date		



DEVIATION SHEET: Bid 19/1/9/1/08TD (24)

To all bidders:

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

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

Specification paragraph:

Reason:

Offered:

Specification paragraph

Reason:



DEVIATION SHEET: Bid 19/1/9/1/08TD (24)

Offered:

Specification paragraph

Reason:

Offered:



DEVIATION SHEET: Bid 19/1/9/1/08TD (24)

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

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
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.

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser:
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation 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.

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

Js General Conditions of Contract (revised July 2010)

CERTIFICATION

I THE UNDERSIGNED (FULL SURNAME)

TAKE NOTE OF THE CONTENTS OF GENERAL CONDITIONS OF CONTRACT
(GCC), SPECIAL CONDITION OF CONTRACT (SCC) AND SPECIFICATION AND
WILL ABIDE BY THEM.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder