

Bid: Archiving and retrieval services of items/case files/ documents for the Division: Detective and Forensic Services for a three (03) year period.

BID

Item description

No.	Category	Detail	Compliance	
			Comply	Do not comply
1	Purpose of item	1.1 To archive forensic items/ files/ documents in safe custody according to specified environmental conditions, and to retrieve and deliver the items/ files/ documents when required.		
		1.2 The bid may be awarded to different service providers as per Province. Bidders must clearly state in their bid offer for which Provinces the service will be provided and provide their cost per Province per item in the pricing schedule.		
		1.3 The bidder must complete in writing against each item 'Comply' for compliance or 'Do Not comply' for non-compliance. Failure to do this in writing may disqualify the bidder.		
2	Specifications	General		
		2.1 The bidder must provide a daily effective, efficient and secure archiving and retrieval of items/ files/ documents service to identified sites of the Division: Detective and Forensic Services of the South African Police Service in each of the Provinces.		
		2.2 The bidder must have an emergency plan in place with written procedures in case of fire, flooding or accident, and when transporting the items/ files/ documents.		
		2.3 Safeguards must be in place to prevent the destruction of the case files through theft, fire, flooding or rodents and insects The fire suppression system must not damage the forensic files/documents/items (for example through water).		
		2.4 A system must be in place that guarantees that sealed items/ files/ documents received from the Division: Detective and Forensic Services are not tampered with.		
		2.5 The archiving facility must have a proper working fire detection and suppression system in place to safeguard items against fire. The fire detection and suppression system must be certified and be quarterly inspected to guarantee that it is in working order		
		2.6 The bidder must describe with the bid offer the elements of the quality management system that is implemented to ensure the safe custody and storage of the items/ files/ documents and to		

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2023-10-23

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		prevent unauthorised access to the archiving facility and the case files.		
		2.7 Records must be implemented and maintained of all personnel that have access to the archiving facility, including security checks/clearances.		
		2.8 On-site support for the IT infrastructure (equipment and software) involved in receiving and or delivering the items/ files/ documents archiving must be provided for the duration of the contract.		
		2.9 Authorised staff from the bidder must collect / hand-over the sealed items/ files/ documents.		
		2.10 The bidder must be able, if required by the SAPS, to provide data from the bidders' software system indicating the file tracking number and date the file was booked-out. The bidder must archive the items in the appropriate storage area and update its system within 48 hours from date of collection from sites as indicated per Annexure A.		
		2.11 If required the bidder may also be required to accept case files via the SAPS Exhibit Tracking system at the sites where this system is installed (both the SAPS member and bidders' staff member may be required to sign in via biometric/password logon onto the system and confirm the items/ files/ documents that will be transferred. The bidder's staff member will be responsible to pack the items/ files/ documents into the bidder's containers and sealing thereof.		
		2.12 The bidder must provide and price the required storage boxes/lids/seals(cable ties) in which the files/ items/ documents must be packed into.		
		2.13 Exception reports must be provided if items/ files/ documents cannot be delivered within 48 hours on request and daily update provided until such file is retrieved and delivered to the appropriate Section Head. Case files which are not retrieved and delivered within fourteen (14) days will be considered as lost or stolen and a criminal case will be opened by the SAPS.		
		2.14 The laboratory will identify authorised personnel who may request items/ files/ documents. A designated form/ an e-mail request must be		

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		completed by the laboratory requesting the items/ files/ documents and send via fax or email as agreed between the SAPS and successful bidder(s). The items/ files/ documents must be delivered according to the grouping/list sent. The designate forms / e-mail request must be secured with the successful bidder as proof who requested the document.		
		2.15 Items/ files/ documents requested for next day delivery will be communicated daily on week days by 15:00 to the successful bidder		
		2.16 From time-to-time the Division: Detective and Forensic Services may require the urgent retrieval of the items/ files/ documents. The items/ files/ documents must be retrieved within two (2) hours and will be collected by the SAPS.		
		2.17 The items/ files/ documents must be stored at temperature not exceeding 26 degrees Celsius and within humidity ranges that do not cause damage to the items/ files/ documents. The temperature and humidity of the archiving facility must be monitored and records thereof must be made available to Division: Detective and Forensic Services on request.		
		2.18 The laboratory will regularly inspect and perform compliance audits, including adequacy of infrastructure with respect to items/ files/ documents file tracking, appropriateness of fire suppression system, appropriateness of temperature control system and appropriateness of disaster management systems in instances of fire or flooding. Non-compliance may be considered as a breach of contract and may lead to the suspension of the contract. Before the bid is adjudicated, the SAPS will inspect the archiving and verify compliance to the bid requirements.		
		2.19 At the suspension of the contract period, the bidder must return the items/ files/ documents and documentations within 90 days or time frame as mutually agreed between the bidder and the new Contractor. The process will be overseen by designated personnel from the Division: Detective and Forensic Services. The costing of returning		

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		files and records must be priced separately in the contract and will be regarded as an once off payment.		
		2.20 The offer must include all resources, including the provision of transport, packaging material, human resources, equipment, software, utensils and other consumables and training of SAPS staff in order to provide the service as stated in this bid specification.		
		2.21 If for any reason a specific item/ file/ document cannot be delivered within the stipulated time frame as mentioned in paragraph 2.16, the Head of the Archiving Facility must notify the responsible officer at the appropriate site of the SAPS. A full investigation must be initiated and the corrective measures to ensure non-occurrence of the non-performance to provide the file must be provided to SAPS. Non-delivery of items/ files/ documents within the stipulated time frames as per paragraph 2.16 may be considered by the SAPS as a breach of contract by the successful bidder, and SAPS may take the necessary steps which may include the termination of the contract.		
		2.22 All access records and track and trace records must be available relating to a specific case or group of cases, within one working day on request by Division: Detectives and Forensic Services.		
		2.23 If required by a court of law, the bidder may be required to provide oral evidence on the safekeeping, tracking and access of the files/documents/items.		
		2.24 An electronic copy of the track-and-trace data to support the archiving of files/documents/items must be provided on annual basis or on request to the Division: Detective and Forensic Services.		
		2.25 The bidder must have a disaster recovery system in place to support the data supporting the track-and-trace of items and files.		
		2.26 The bidder must provide the addresses of the archiving facilities.		
3	Transport	3.1 The transport to and from the Division: Detective and Forensic Services must occur without any		

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		<p>stoppages. The vehicles must be installed with an operable and accredited tracking system.</p> <p>3.2 On request, the successful bidder must provide the relevant certified tracking records for the vehicles transporting the items/ files/ documents to and from the Division: Detective and Forensic Services and the archiving facility.</p>		
4	Allocation of contract	<p>4.1 Bidders must provide the service to all indicated locations of delivery.</p> <p>4.2 Bidders must take cognisance that the contract may be linked only to specific location(s) and more than one bidder may be awarded, each providing the service to different locations.</p>		
5	Vetting	The successful bidder must on employing new staff provide the Division: Detective and Forensic Services with a clearance certificate indicating that the new security staff, staff working in the archiving facility and transporting the items/ files/ documents do not have a criminal record.		
6	Expected Quantities to be Archived per annum	The expected quantities items/files/documents per annum to be archived is approximately 20 000 boxes per annum.		
7	Initial Take-on	<p>7.1 The bidder must visit each site at the Division: Detective and Forensic Services as per Appendix A and as well the current service provider and confirm the number of items/files/documents that need to be archived prior to the closing of the bid.</p> <p>7.2 The Bidder must quantify and provide the detail and associated costing for each site, as per Appendix A, including the quantities at the current service provider (115 000 boxes) to do the take-on.</p>		
8	Pricing including ICN	<p>The bidder must provide clear detailed costing that will address the following: Initial take-on/collection of items/ files/ documents per site of the Division: Detective and Forensic Services as well as current service provider.</p> <ul style="list-style-type: none"> Sealed items/ files/ documents collected for archiving or retrieved for delivery. <p>All pricing must include VAT and all other materials required.</p>		

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		All prices must be indicated in the Pricing Schedule .		
8.1	9825T05073654	Archiving costs per box		
8.2	9825T05083651	Collection of boxes		
8.3	9825T05083650	Retrieval of boxes		
8.4	9825T05083646	Return of boxes		
8.5	9825T05083648	Supply Boxes and lids		
8.6	9825T05083645	Supply of boxes		
8.7	9825T05083673	Supply of lids		
8.8	9825T05083649	Supply Seals		

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No.	Category	Detail	Compliance	
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8.9	9825T05083674	Training in archiving and retrieval of boxes		
9	Site Visit	The bidder must accommodate a site visit for the purpose of evaluation of the bid application.		

SPECIFICATION APPROVAL

The undersigned has reviewed and approved the specification and agree with the approach it presents. Any changes to this specific will be coordinated with and approved by the undersigned.

COMPONENT: FORENSIC SCIENCE LABORATORY

Signature: _____

Date: 2023/10/23

Print Name: _____

Rank: _____

(Handwritten Signature)
T. Muloudzi
Major General

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ANNEXURE A

COMPONENT: FORENSIC SCIENCE LABORATORY (NATIONAL and REGIONAL)

COMPONENT	Forensic Science Laboratory
Name of site	FSL: Eastern Cape
Address of site	6 th Floor, Eben Donges Building, Hancock Street, North End, Port Elizabeth, 6001
COMPONENT	Forensic Science Laboratory
Name of site	Platteklouf Western Cape
Address of site	47 Silwerboom Avenue Platteklouf, Cape Town
COMPONENT	Forensic Science Laboratory
Name of site	Section: Ballistics
Address of site	270 Pretoria street, Silverton, Pretoria
COMPONENT	Forensic Science Laboratory
Name of site	Section: Scientific Analysis
Address of site	270 Pretoria Road, Silverton, Pretoria
COMPONENT	Forensic Science Laboratory
Name of site	Section: Questioned Document
Address of site	General Piet Joubert Building, 218 Visagie Street, Pretoria, 0001
COMPONENT	Forensic Science Laboratory
Name of site	Section: Victim Identification Center
Address of site	1234 Stanza Bopape Street, Tulbach Park, Hatfield, Pretoria

COMPONENT: FORENSIC SCIENCE LABORATORY (NATIONAL and REGIONAL)

COMPONENT	Forensic Science Laboratory
Name of site	Section: Biology
Address of site	730 Pretorius Street, Arcadia, Pretoria
COMPONENT	Forensic Science Laboratory
Name of site	Chemistry
Address of site	270 Pretoria Road, Silverton, Pretoria
COMPONENT	Forensic Science Laboratory
Name of site	Nodal Support
Address of site	270 Pretoria Road, Silverton, Pretoria
COMPONENT	Forensic Science Laboratory-KwaZulu Natal
Name of site	KingsCrest Building: Nodal Support
Address of site	415 Andrew Zondo Rd, Amanzimtoti, KZN
COMPONENT	Forensic Science Laboratory-KwaZulu Natal
Name of site	KingsCrest Building: Ballistics
Address of site	415 Andrew Zondo Rd, Amanzimtoti, KZN

Name of site	Biology KZN
Address of site	12 Bjourseth Crescent Amanzimtoti
COMPONENT	Forensic Science Laboratory-KwaZulu Natal
Name of site	Chemistry KZN
Address of site	12 Bjourseth Crescent Amanzimtoti

COMPONENT: FORENSIC SCIENCE LABORATORY (NATIONAL and REGIONAL)

COMPONENT	Forensic Science Laboratory-KwaZulu Natal
Name of site	Questioned Document, Charles House, Prospecton
Address of site	1 Avenue East, Prospecton

COMPONENT: QUALITY MANAGEMENT

COMPONENT	Quality Management
Name of site	Lynnwood, CSIR
Address of site	CSIR, Building 4, 3rd Floor, Room 318, Meiring Naude Street, Brummeria
COMPONENT	Quality Management
Name of site	Quality Management: CR &CSM Bothongo Plaza West Building
Address of site	271 Francis Baard Street, 6th Floor

COMPONENT: CRIMINAL RECORD AND CRIME SCENE MANAGEMENT (CR&CSM)

COMPONENT	Criminal Record and Crime Scene Management
Name of site	Gauteng, Crime Scene Management
Address of site	271 Francis Baard Street, Bothongo Plaza West Building, Pretoria

COMPONENT	Criminal Record and Crime Scene Management
Name of site	Free State, Bethlehem
Address of site	15 Malan Street, Bethlehem S28°15'30/E28°18'26
COMPONENT	Criminal Record and Crime Scene Management
Name of site	Free State, Kroonstad
Address of site	Andries Steyn Building, Ground & 1st Floor, 64 Church & Cross Street, Kroonstad S27°40'2/E27°14'9
COMPONENT	Criminal Record and Crime Scene Management
Name of site	Free State, Parkweg
Address of site	Absa Building 2nd & 3rd Floors 142 Charlot Maxheke Street, Bloemfontein S29°07.379'E026°13.246
COMPONENT	Criminal Record and Crime Scene Management
Name of site	Free State, Phuthaditjhaba
Address of site	Old Logistics Building Area Mandela Park Area No.3, Phuthaditjhaba 9866 S28°31-649/E28°496 13,ELEV 1672m
COMPONENT	Criminal Record and Crime Scene Management
Name of site	Free State, Seloseshu
Address of site	Seloseshu Police Station, Thabanchu S29°11.684/E26°49.233
Name of site	Free State, Sasolburg

	S26°50'36.4/E27°51'24.4
Name of site	Free State, Welkom
Address of site	8113 Nkoane Road, Thabong 9460 S27°57.870/E26°47.388
Name of site	Free State, Provincial office
Address of site	C/O Fountain & Aliwal street first & second floors Bloemfontein 9300 S29.118602E26.217908
Name of site	Free State, Welkom Explosives
Address of site	10 Peter Crescent Old SAPS Building St Helena Welkom 9460S27.987641E26.710433
Name of site	Mpumalanga, Acornhoek
Address of site	Police Station Building, 01 Main Street, Opposite Acornhoek Plaza S24°35'48.1''/E31°02'54.5''
Name of site	Mpumalanga, Elukwatini
Address of site	Elukwatini SAPS Elukwatini 30,78716 / -26,06088
Name of site	Mpumalanga, Ermelo
Address of site	Medentco Building, 48 Church Street, Ermelo S26°33'3.91/E29°56'43.83
Name of site	Mpumalanga, Kwamhlanga
Address of site	Solomon Mahlango Drive Old Post Office Building & (HRD Building) KwaMhlanga 28,71577 / -25,43404
Name of site	Mpumalanga, Lydenburg
Address of site	BFS-Building, c/o Kantoor & Voortrekker Street, 1st Floor, Lydenburg S26°31.395/E29°59.165
Name of site	Mpumalanga, Mbombela (Nelspruit),
Address of site	SAPS Building, c/o Bester & Henshell street, Nelspruit S25°28.105 / E30°58.749
Name of site	Mpumalanga, Secunda
Address of site	SAPS Building, 1 Steenkamp Street, SecundaS26°30.223/E29°11.147
Name of site	Mpumalanga, Witbank
Address of site	ERF 71 Old Mutual Building c/o Botha and Kruger Street Witbank S25°52.34.9/E029°12.50.9
COMPONENT	Criminal Record and Crime Scene Management
Name of site	KwaZulu Natal, Durban, Provincial office
Address of site	Servamus Building, 2nd floor, Bram Fischer Road 15, Durban (S29°51'05.01 / E31°01'57.83)
COMPONENT	Criminal Record and Crime Scene Management
Name of site	Kwazulu Natal, Ladysmith
Address of site	43 Murchison Street, Ground Floor, Ladysmith (S28 33'56.3/E029 46'32.1)
Name of site	Kwazulu Natal, Kokstad LCRC
Address of site	77 Main Street, Kokstad (S30 32.971/E029 25.593)

Name of site	Kwazulu Natal, Mtubatuba
Address of site	Mtubatuba Office Park 107B, Kiepersol Drive, Mtubatuba (S28,25'110/E032 311'01)
COMPONENT	Criminal Record and Crime Scene Management
Name of site	Kwazulu Natal, Newcastle
Address of site	LCRC Newcastle, 18 York Street, Newcastle. Lab Street Address: 76 Allen Street, Newcastle (S27 45'0/E29 56'0)
COMPONENT	Criminal Record and Crime Scene Management
Name of site	Kwazulu Natal ,Pietermaritzburg
Address of site	369 Hoosen Haffajee Street, Pietermaritzburg (S29 35.703/E30 22.906)
COMPONENT	Criminal Record and Crime Scene Management
Name of site	Kwazulu Natal ,Richards Bay
Address of site	New Police Station, B-block, c/o Premium Promenade, Richards Bay (S28 44'54.8/E32 03'15.7)
COMPONENT	Criminal Record and Crime Scene Management
Name of site	Kwazulu Natal ,Vryheid
Address of site	181 Utrecht Street, Vryheid (S27 45.953/E30 47.657)
COMPONENT	Criminal Record and Crime Scene Management
Name of site	Kwazulu Natal ,Durban
Address of site	Commercial Building 40 Dr AB Xuma Street, Durban
COMPONENT	Criminal Record and Crime Scene Management
Name of site	Kwazulu Natal ,Nquthu
Address of site	Saps Building Flint Street, Nquthu
COMPONENT	Criminal Record and Crime Scene Management
Name of site	Kwazulu Natal ,Ulundi
Address of site	SAPS Building Block 13, Wombe Street, Ulundi
COMPONENT	Criminal Record and Crime Scene Management
Name of site	Limpopo,Giyani
Address of site	Main Old Parliament Building,SARS Building
COMPONENT	Criminal Record and Crime Scene Management
Name of site	Limpopo ,Groblersdal
Address of site	22 Barlow Street, Groblersdal SAPS (25° 11' 34.11"S/9° 30' 38.77"E)
COMPONENT	Criminal Record and Crime Scene Management
Name of site	Limpopo ,Lebowakgomo
Address of site	Industrial site, Lebowakgomo SAPS Building (S24°18.352/E029°28.886)
COMPONENT	Criminal Record and Crime Scene Management
Name of site	Limpopo ,Burgersfort Service Point
Address of site	7 Justice Street,Burgersfort,1150 -24.67929873527838, 30.33061768520068
COMPONENT	Criminal Record and Crime Scene Management
Name of site	Limpopo,Jane Furse Service Point

COMPONENT	Criminal Record and Crime Scene Management
Name of site	Limpopo ,Lephalale
Address of site	Dopper Kiaat Street 3A, Lephalale S23°41.369/E027°41.921
COMPONENT	Criminal Record and Crime Scene Management
Name of site	Limpopo, Makhado
Address of site	102 Krogh Street, Makhado 23.038761888411024, 29.907859675371416
COMPONENT	Criminal Record and Crime Scene Management
Name of site	Limpopo ,Botlokwa Service Point
Address of site	Botlokwa Tribal Office, Botlokwa 23.39576405815681, 28.97515842431423
COMPONENT	Criminal Record and Crime Scene Management
Name of site	Limpopo ,Modimolle
Address of site	7 Eland Street, Modimolle S24°41.950/E028°24.221
COMPONENT	Criminal Record and Crime Scene Management
Name of site	Limpopo, Mokopane
Address of site	88 Thabo Mbeki Drive, Mastercars Building 1 st Floor, Mokopane -24.18572063604404, 29.012208610313124
COMPONENT	Criminal Record and Crime Scene Management
Name of site	Limpopo, Musina
Address of site	7 Irwin Street, Musina S22°21.066/E030°02.265
COMPONENT	Criminal Record and Crime Scene Management
Name of site	Limpopo, Tshamutumbu Service Point
Address of site	Tshamutumbu SAPS -22.384740444491214, 30.546090912116558
COMPONENT	Criminal Record and Crime Scene Management
Name of site	Limpopo ,Phalaborwa
Address of site	1 st Floor Standard Bank Building, Palm Avenue, Phalaborwa -23.94453684213603, 31.152088656510415
COMPONENT	Criminal Record and Crime Scene Management
Name of site	Limpopo, Polokwane
Address of site	No.9 20 th Avenue, Industrial Area, Polokwane S23°53.540/E029°26.986
COMPONENT	Criminal Record and Crime Scene Management
Name of site	Limpopo, Polokwane CSI
Address of site	61A Munnik Street,Bendor,Polokwane 23.895721793955534, 29.47109455643215
COMPONENT	Criminal Record and Crime Scene Management
Name of site	Limpopo, Thabazimbi
Address of site	Carpe Diem Centre, 8 Rietbok Street, Thabazimbi S24°59.07/E27°41.02
COMPONENT	Criminal Record and Crime Scene Management
Name of site	Limpopo,Thohoyandou
Address of site	Mphephu Street, opposite Venda–Task/Khoroni

COMPONENT	Criminal Record and Crime Scene Management
Name of site	Limpopo ,Tzaneen
Address of site	Cnr Daniel & Joubert Streets, Tzaneen -23.82800253450728, 30.16222062450338
COMPONENT	Criminal Record and Crime Scene Management
Name of site	Limpopo, Mokwawkwaila Service Point
Address of site	Mokwawkwaila SAPS -23.655420802594083, 30.2267950968068
COMPONENT	Criminal Record and Crime Scene Management
Name of site	Northern Cape,De Aar
Address of site	20 Schreiner Street, SAPS Building, 2nd Floor, De Aar S30°39.37.8/E24°00.18
Name of site	Northern Cape, Victoria West Service Point
Address of site	43 Church Street Victoria West S31.40416 / E23.11399
Name of site	Northern Cape ,Kimberley
Address of site	Old Bucu building, 87 – 93 George street, Kimberley E28.743349/S24.757750
Name of site	Northern Cape ,Kuruman
Address of site	14 Voortrekker Street, Kuruman E°23.30/S°27.27
Name of site	Northern Cape ,Springbok LCRC
Address of site	Anla Building, Rivier Street, Springbok S29°39.48/E17°53.09
Name of site	Northern Cape ,Upington
Address of site	114 Schroder Street, Upington E21°33.91/S28°58.55
Name of site	Northern Cape ,Calvinia
Address of site	c/o Berg and Rooiplaat Street, Calvinia 8190 E19°45'57/S31°27'45

Name of site	Northern Cape ,Colesberg
Address of site	02 Stockenstroom Street Colesberg 9796 S30°41'28/E25°4'13
Name of site	Northern Cape ,Hartswater
Address of site	16 DF Malan Street ,Hartswater S27.75361/E24.80519
Name of site	Northern Cape ,Kakamas
Address of site	64 Langstraat, Keimoes S28°42'22.4/E20°58'10.6

Name of site	North West, Brits
Address of site	6 Potgieter Street, SAPS Building, Brits S25°37'46.6/E027°47'05.3'
Name of site	North West ,Klerksdorp
Address of site	Scalla-Mariet Building, 62 Ametis Street, Klerksdorp S26°50.081'/E026°40.718'
Name of site	North West ,Lichtenburg

	S26°08'48.5"/E026°09'38.3
Name of site	North West ,Mmabatho
Address of site	SAPS Building, c/o University Drive & Bathapeng Street, Mmabatho
	S25°50'18.11''5'/E25°26'33.62

Name of site	North West ,Potchefstroom
Address of site	Bankfin Building, 13 Auto Ave, Potchestroom S26°42'45.96''/E27°05'45.97''
Name of site	North West ,Rustenburg
Address of site	Drosdy Building, c/o Kroep & Boom Street, Rustenburg S25°40'16''/E27°14'29
Name of site	North West ,Vryburg
Address of site	Jos de Waal Building, 30 Van Niekerk Street, Vryburg S26°57,418/E24°43,464

COMPONENT	Criminal Record and Crime Scene Management
Name of site	Western Cape, Provincial CR & CSM
	Thomas Boydell Building, 3rd & 6th floor, Parade street, Cape Town (S33°55.38 / E18°25.21)
Name of site	Western Cape, Beaufort West
Address of site	Charl van der Merwe building, 134 Nuwe Street, Beaufort-West (S32°21.215 / E022°43.873)
Name of site	Western Cape, Bellville
Address of site	SARS Building, 3rd floor, c/o AJ West and Market Street, Bellville (S18°62'37 / E33°90'20)

Name of site	Western Cape, Cape Town
Address of site	Thomas Boydell Building, 4th & 5th floor, Parade street, Cape Town (S33°55.38 / E18°25.21)
Name of site	Western Cape, George
Address of site	Plantasieweg, Masimanyane Building no 1, George (S33°56'51.4 / E22°27'023.7)
Name of site	Western Cape, Mitchells Plain
Address of site	Lentegeur SAPS, Melkbos Street, Lentegeur, Mitchells Plain (S34 2'42 / E18 37'5)
Name of site	Western Cape, Oudtshoorn
Address of site	44 Church Street, Oudtshoorn (S33.40;6 123 / E022.4'56.155)
Name of site	Western Cape, Paarl
Address of site	Bergrivier Boulevard, 3rd floor, Paarl (S33°44'19.62 / E18°58'08.08)
Name of site	Western Cape, Somerset West LCRC
Address of site	Sam Newman Building, 2nd floor, 95A Hoofweg, Somerset-West (S34°05.191 / E018°51.152)
Name of site	Western Cape, Vredendal
Address of site	Vredendal SAPS, Rivierstraat 1, Vredendal (S31°39'40.1 / E018°30'36.3)

COMPONENT	Criminal Record and Crime Scene Management
Name of site	Western Cape, Vredenburg
Address of site	Vredenburg LCRC

	(S32°54'19.6 / E17°59'38.6)
COMPONENT	Criminal Record and Crime Scene Management
Name of site	Western Cape, Worcester
Address of site	28 Fairbairn Street, Worcester (S33°38.4.84 / E19°26.8'97)
COMPONENT	Criminal Record and Crime Scene Management
Name of site	Western Cape ,Cape Town Explosives
Address of site	1 Sunrise Complex, Jan Smuts Drive, Pinelands (S33°55'39"S / 18°30'00"E)
COMPONENT	Criminal Record and Crime Scene Management
Name of site	Western Cape, Mosselbay Explosives
Address of site	Plaza Aquada building, 55 Marsh street, Mossel Bay (S34° 10.55'87 / E22°8.50"18)
COMPONENT	Criminal Record and Crime Scene Management
Name of site	Western Cape, Paarl Explosives
Address of site	53A SPE Building, Main Road Paarl (S33°44'1.438/ E18°58'25.526)
COMPONENT	Criminal Record and Crime Scene Management
Name of site	Western Cape, Swellendam Service Point
Address of site	2C Rhenius Street, Swellendam (S34°01.256'/E20°26.710')
COMPONENT	Criminal Record and Crime Scene Management
Name of site	Western Cape, Provincial CR & CSM IPU
Address of site	10 Gay Street, Claremont (N-33°59'0" E18°28'23")

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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.

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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.

- 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.

- 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.