

		COMPLY /NOT COMPLY
2.3	The seals must be tamper-evident. Should tampering be attempted, it must be apparent.	
2.4	The packaging must not allow for easy access to the contents within the container at any time while it is sealed.	
2.5	Each kit must be supplied in a sealed condition.	
2.6	The date of manufacture and lot/batch no. of the contents of the kit must be placed on the outside of the kit.	
2.7	The unique bar-coded serial number must have a prefix e.g. Year of manufacture, the type of kit, and a unique number i.e. 21CACEK000000001. The sequence or details will be discussed with the successful bidder	
3. OUTER PACKAGING		
3.1	The uniquely bar-coded serial numbers of each kit must also appear on the outside of the outer container that will be used for delivery of the kits to the SAPS (for example there should be Ten uniquely bar-coded kits packaged, the stickers of all ten uniquely bar-coded serial numbers should be affixed on the outside of the outer container). The items should be delivered in this manner over the duration of the contract as per par 4.11.3 of Chapter 1	

91 131 TDCW

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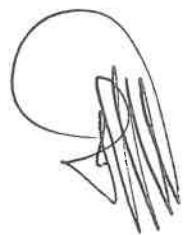
ITEM NO. 12		
ICN NUMBER	ITEM DESCRIPTION	
6650T05039076	DECEASED REFERENCE BLOOD SAMPLE COLLECTION KIT (PMD2)	
A	BACKGROUND	
PURPOSE OF ITEM	To provide a platform for the healthcare practitioner to collect a high quality blood sample from the deceased. The blood sample must be collected, packaged, and preserved until the analysis thereof by the Forensic Science Laboratories of the SAPS.	
B	SPECIFICATIONS	
1. CONTENTS		COMPLY /NOT COMPLY
1.1	4 Swab boxes with any mechanism that will allow the drying of the swabs after collection.	
1.2	4 round tipped swabs	
1.3	8 tamper-evident seals with unique bar code	
1.4	1.1-1.3 contained in 2 peel pouches	
1.5	User guide/ Instruction manual/leaflet	
1.6	Triple Carbonized Inventory Form with a unique barcode	
1.7	6 Desiccants for drying in a zip-lock bag	
1.8	Evidence Sealing bag as per paragraph 5.5 of Chapter 1, big enough to allow all the contents of the kit to be packaged.	
1.9	2 pairs of nitrile powder free gloves – Large and Medium	
1.10	1 Face Mask	
1.11	1.9-1.10 must be contained in a peel pouch	



**SPECIFICATIONS FOR EVIDENCE COLLECTION KITS
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		COMPLY /NOT COMPLY
2.	PACKAGING FOR CONTENTS OF KIT	
2.1	The kit packaging must be made of foil or biodegradable material and marked DECEASED REFERENCE BLOOD SAMPLE COLLECTION KIT	
2.2	The seals must be tamper-evident. Should tampering be attempted, it must be <u>apparent</u> .	
2.3	The packaging must not allow for easy access to the contents within the container at any time while it is sealed.	
2.4	Each kit must be supplied in a sealed condition.	
2.5	The date of manufacture and lot/batch no. of the contents of the kit must be placed on the outside of the kit.	
2.6	The kit must be uniquely bar-coded with a serial number.	
2.7	The unique bar-coded serial number must have a prefix e.g. Year of manufacture, the type of kit, and a unique number i.e. 21PMD2ECK000000001 The configuration/sequence of this unique number will be discussed with the successful bidder.	
3. OUTER PACKAGING		
3.1	The uniquely bar-coded serial numbers of each kit must also appear on the outside of the outer container that will be used for delivery of the kits to the SAPS (for example there should be Ten uniquely bar-coded kits packaged, the stickers of all ten uniquely bar-coded serial numbers should be affixed on the outside of the outer container). The items should be delivered in this manner over the duration of the contract as per par 4.11.3 of Chapter 1.	



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ITEM NO. 13		
ICN NUMBER	ITEM DESCRIPTION	
6550T05056210	POST MORTEM IDENTIFICATION KIT (PMIK)	
A	BACKGROUND	
PURPOSE OF ITEM	The Post Mortem Identification Kit deals with collecting samples from a deceased person. The purpose of taking samples is to identify the deceased through DNA analysis of the samples. The samples collected vary from blood, hair, and nails with the nail bed. Provision is also made for collection of fingerprints, and cable ties are supplied for attachment to the ankle and wrist to link the body to the kit and the Post Mortem number.	
B	SPECIFICATIONS	
1. CONTENTS		COMPLY /NOT COMPLY
1.1	4 Swab boxes, allowing contact free air drying of the swabs	
1.2	4 Round tipped swabs	
1.3	12 Tamper-evident seals with unique bar code (6 per pouch)	
1.4	2 Distilled water vials	
1.5	1.1-1.4 must be contained in 2 peel pouches (2 swab boxes, 6 seals, 2 swabs, and 1 water vial/ampoules per pouch)	
1.6	2 fingerprint cards per kit – one for the left hand and the other for the right hand <ul style="list-style-type: none"> ● 38mm x 205mm ● 160gsm board (the ink must not smudge on the card) ● With a peel-off backing, so that the adhesive on the card is exposed, to enable it to adhere to the official police 91A form ● Printed in black ink, with space for the DR number ● A sequential bar code (unique to the kit) 	

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		COMPLY /NOT COMPLY
1.7	A disposable fingerprint ink strip (must be packed, and sealed, in a zip lock bag so that the ink does not dry out) <ul style="list-style-type: none"> ● Black ink ● Size at least 11 cm x 4 cm 	
1.8	2 self-sealing envelopes for packaging the nails and two tamper-evident seals with sequential bar code <ul style="list-style-type: none"> ● Size approximately 80mm x 50mm ● 	
1.9	2 Catch papers for Reference Scalp and Reference pubic hair contained in a peel pouch	
1.10	1 disposable L-shaped evidence documentation ruler <ul style="list-style-type: none"> ● Printed in black and grey scales ● 180gsm board, with gloss ● Sequential bar code number ● Size approximately 150mm x 150mm 	
1.11	1 tamper-evident seal with sequential barcode	
1.12	2 pairs of nitrile powder free gloves – Large and Medium	
1.13	1 Face mask	
1.14	1.12-1.13 must be contained in a peel pouch	
1.15	2 cable ties, minimum length 38cm <ul style="list-style-type: none"> ● Each cable tie should have a tag attached to it, with printing that has space for the PM number to be written, and a sequential barcode number ● The tag material specifications are the following: Tear-resistant poly film Water-resistant Gloss 2 – 5 % -30°C 	
1.16	User guide/ Instruction manual/leaflet	
1.17	Triple Carbonized Inventory Form with a unique barcode	
1.18	5 Desiccants for drying in a zip-lock bag	
1.19	Evidence Sealing bag as per paragraph 5.5 of Chapter 1, big enough to allow all the contents of the kit to be packaged.	
2.	PACKAGING FOR CONTENTS OF KIT	
2.1	The kit packaging must be made of foil or biodegradable material and marked POST MORTEM IDENTIFICATION KIT	

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		COMPLY /NOT COMPLY
2.2	The seals must be tamper-evident. Should tampering be attempted, it must be apparent.	
2.3	The packaging must not allow for easy access to the contents within the container at any time while it is sealed.	
2.4	Each kit must be supplied in a sealed condition.	
2.5	The date of manufacture and lot/batch no. of the contents of the kit must be placed on the outside of the kit. The foil bag should also be labelled with a tracking label, with four peel off tags.	
2.6	The kit must be uniquely bar-coded with a serial number.	
2.7	The unique bar-coded serial number must have a prefix e.g. Year of manufacture, the type of kit, and a unique number i.e. 21PMD2ECK000000001 The configuration/sequence of this unique number will be discussed with the successful bidder.	
3. OUTER PACKAGING		
3.1	The uniquely bar-coded serial numbers of each kit must also appear on the outside of the outer container that will be used for delivery of the kits to the SAPS (for example there should be Ten uniquely bar-coded kits packaged, the stickers of all ten uniquely bar-coded serial numbers should be affixed on the outside of the outer container). The items should be delivered in this manner over the duration of the contract as per par 4.11.3 of Chapter 1.	

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ITEM NO. 14		
ICN NUMBER	ITEM DESCRIPTION	
6650T05039078	ANIMAL EVIDENCE COLLECTION KIT (AEC)	
A	BACKGROUND	
PURPOSE OF ITEM	To provide a platform for the Forensic Crime Scene attendant to collect high quality forensic samples from animals for DNA typing purposes and to ensure that the integrity of the sample will be preserved until the analysis thereof.	
B	SPECIFICATIONS	
	GENERAL REQUIREMENTS	
1	CONTENTS OF THE KIT	COMPLY /NOT COMPLY
1.1	1 sterile needle in a peel pouch. The sterile needle must be a 1.20 x 38mm needle and must be compatible with the syringe as described in 1.2	
1.2	1 x 10 ml sterile disposable syringe in a peel pouch.	
1.3	3 x 20 ml specimen bottles, one of the specimen bottles must contain at least 20g of coarse salt. These specimen bottles must have a screw cap that seals airtight. These specimen bottles must each have a barcoded label with the same alpha-numeric identification number of the kit.	
1.4	1 sterile 15 ml Polypropylene centrifuge tube with a screw cap. This centrifuge tube must have a barcoded label with the same alpha-numeric identification number as the kit.	
1.5	1 x 5 mm steel drill bit. This drill bit must be packaged in a small zip lock bag and must be certified to be free of animal DNA.	
1.6	3 pairs of nitrile powder free gloves (Large or Extra Large), individually packed in a peel pouch.	
1.7	User guide/ Instruction manual/leaflet	
1.8	1 sterile disposable scalpel with at least a 12 cm long handle and at least a sterile no.22 blade in a peel pouch.	

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		COMPLY /NOT COMPLY
1.9	Evidence Sealing bag as per paragraph 5.5 of Chapter 1, big enough to allow all the contents of the kit to be packaged.	
1.10	3 sterile desiccant bags	
1.11	4 round tipped cotton swabs, four 4 swab boxes, and two 2 ampoules containing de-ionised water, sealed in a peel pouch. These swab boxes must each have a barcoded label with the same alpha-numeric identification number as the kit	
1.12	Triple Carbonized Inventory Form with a unique barcode	
1.13	A peel pouch containing a red plastic zip lock bag with a biohazardous waste sticker for disposal of waste. Sufficient capacity to accommodate all waste generated from the kit	
2	PACKAGING FOR CONTENTS OF KIT	
2.1	The kit packaging must be an appropriately designed foil bag and marked "ANIMAL EVIDENCE COLLECTION KIT"	
2.2	The Kit must be supplied in a sealed foil wrapping	
2.3	The material and seals on the foil bag must be tamper-evident. Should tampering be attempted, it must be apparent.	
2.4	The material must not allow access to the contents within the container at any time while it is sealed without evidence of tampering.	
2.5	Each kit must be supplied in a sealed condition.	
2.6	The date of manufacture and lot/batch no. of the contents of the kit must be placed on the outside of the kit.	
2.7	The kit must be uniquely bar-coded with a serial number.	
2.8	The unique bar-coded serial number must have a prefix e.g. Year of manufacture, the type of kit, and a unique number i.e. 21BECK000000001 The sequence will be discussed with the successful bidder	
3	OUTER CONTAINER/BOX	
3.1	The uniquely bar-coded serial numbers of each kit must appear on the outside of the outer container/ foil bag that will be used for delivery of the kits to the SAPS (for example there should be Ten uniquely bar-coded kits packaged, the stickers of all ten uniquely bar-coded serial numbers should be affixed on the outside of the container). The items should be delivered in this manner over the duration of the contract as per paragraph 4.11.3 of Chapter 1.	
4	SAMPLE KITS AND REQUIRED DOCUMENTATION	
4.1	All the contents within this kit must be free of Animal DNA.	

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ITEM NO. 15		
ICN NUMBER	ITEM DESCRIPTION	
6550T05056208	SPECIES IDENTIFICATION KIT (SIK)	
A	BACKGROUND	
PURPOSE OF ITEM	To provide a platform for the Forensic Crime Scene attendant to collect high quality forensic samples from Fauna and Flora for DNA typing purposes and to ensure that the integrity of the sample will be preserved until the analysis thereof. In support of species identification.	
B	SPECIFICATIONS	
1.	CONTENTS OF KIT	COMPLY /NOT COMPLY
1.1	1 x 30 ml screw neck vial/bottle, containing 20ml Ethanol. The vial/bottles must have a screw cap that seals airtight, thus preventing evaporation. The vials/bottles must each have a barcoded label with the same alpha-numeric identification number.	
1.2	1 sterile 15 ml Polypropylene centrifuge tube with a screw cap. This centrifuge tube must have a barcoded label with the same alpha-numeric identification number	
1.3	2 pairs of nitrile powder free gloves (Large or Extra Large)	
1.4	User guide/ Instruction manual/leaflet	
1.5	1 sterile disposable scalpel with at least a 12 cm long handle and at least a sterile no.22 blade in a peel pouch.	
1.6	Evidence Sealing bag as per paragraph 5.5 of Chapter 1, big enough to allow all the contents of the kit to be packaged.	
1.7	2 sterile desiccant bags	
1.8	1 Ziplock bag approximately 150 x 250mm, containing at least 40g of coarse salt. This Ziplock bag must each have a barcoded label with the same alpha-numeric identification number as kit.	
1.9	2 separately sealed Alcohol prep pads	
1.10	Triple Carbonized Inventory Form with a unique barcode	

2.	PACKAGING FOR CONTENTS OF KIT	COMPLY /NOT COMPLY
2.1	The kit box container must be an appropriately designed and marked "SPECIES IDENTIFICATION KIT".	
2.2	The kit must be supplied in a sealed box container	
2.3	The box container must be such that sufficient space is available to house the contents listed below in a secure way without risking movement or breakage of the contents during storage and transport	
2.4	The dimensions of the box container for the Kit must be such that it takes up as little space as possible. Approximately 220mm x 130mm x 30mm	
2.5	The material and seals on the box container must be tamper-evident. Should tampering be attempted, it must be apparent.	
2.6	The material must not allow for access to the contents within the container at any time while it is sealed without evidence of tampering.	
2.7	The date of manufacture and lot/batch no. of the contents of the kit must be placed on the outside of the container.	
2.8	2 tamper evidence seals approximately 45 x 15mm. Showing the same alpha-numeric identification number as the kit.	
2.9	The unique bar-coded serial number must have a prefix e.g. Year of manufacture, the type of kit, and a unique number i.e. 21BECK000000001 The sequence will be discussed with the successful bidder	
3.	OUTER CONTAINER	COMPLY /NOT COMPLY
3.1	The uniquely bar-coded serial numbers of each kit must appear on the outside of the outer container/box that will be used for delivery of the kits to the SAPS (for example there should be Ten uniquely bar-coded kits packaged, the stickers of all ten uniquely bar-coded serial numbers should be affixed on the outside of the container). The items should be delivered in this manner over the duration of the contract as per par 4.11.3 of Chapter 1.	
4.	SAMPLE KITS AND REQUIRED DOCUMENTATION	COMPLY /NOT COMPLY
4.1	All the contents within this kit must be Animal DNA free.	

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ITEM NO.16		
ICN NUMBER	ITEM DESCRIPTION	
6650T05039081	EXPLOSIVES RESIDUE EVIDENCE COLLECTION KIT (EXR)	
A	BACKGROUND	
PURPOSE OF ITEM	The kits will be primarily used by the members of the Explosives Section and Forensic Science Laboratory of the SAPS for the collection of explosives, their residues, shrapnel, and materials of interest from explosives related crime scenes for analysis at the laboratory. The explosives to be catered for include amongst others, organic/military explosives, ammonium nitrate based explosives, peroxide explosives, and homemade/improvised explosives.	
B	SPECIFICATIONS	
1	PACKAGING FOR CONTENTS OF KIT	COMPLY /NOT COMPLY
1.1	The kit packaging must be foil lined bag marked "EXPLOSIVES RESIDUE EVIDENCE COLLECTION KIT".	
1.2	The contents of the kit, including the evidence sealing bags, must bear the unique barcoded serial number specific to the kit.	
1.3	The kit must be supplied in a sealed condition and the foil lined bag must be able to protect the kit from water damage.	
1.4	The material and seals on the foil lined bag must be tamper-evident. Should tampering be attempted, it must be apparent.	
1.5	The material must not allow for access to the contents within the container at any time while it is sealed without evidence of tampering.	
1.6	The unique bar-coded serial number must have a prefix e.g. Year of manufacture, the type of kit and a unique number i.e. 21EXR000000001. The sequence will be discussed with the successful bidder	
1.7	The kit shall comprise of five peel pouches containing sample collection tools and materials.	
1.8	The peel pouches must be easy to open without the use of tools.	

		COMPLY /NOT COMPLY
1.9	The peel pouches must also bear the information of the relevant peel pouch number and contents (e.g. Peel Pouch 1 – PPE)	
2	REQUIRED KIT CONTENTS	
2.1	PEEL POUCH 1 – PPE	
2.1.1	2 pairs of L-sized powder free high risk disposable examination gloves.	
2.1.2	2 pairs of XL-sized powder free high risk disposable examination gloves.	
2.1.3	2 sachets of alcohol based hand sanitizing wipes.	
2.1.4	1 approximately 750x950mm yellow coloured extra heavy duty refuse/waste bag.	
2.2	PEEL POUCH 2 – Area preparation:	
2.2.1	1 folded approximately 1mx1m length of 70 g/m ² glazed white paper or better.	
2.2.2	The glazed white paper must have at least 3cm of double sided heavy duty adhesive tape attached to each of the four corners on one side of the paper.	
2.3	PEEL POUCH 3 – Solvents:	
2.3.1	5 vials or ampoules containing at least 10ml of HPLC grade ethanol. The vials or ampoules must be clearly labelled: ETHANOL	
2.3.2	5 polyethylene ampoules containing at least 5ml of deionised water. The ampoules must be clearly labelled: WATER	
2.4	PEEL POUCH 4 – Control samples:	
2.4.1	1 securitainer labelled: Control Sample Ethanol	
2.4.2	1 securitainer labelled: Control Sample Water	
2.4.3	2 pairs of cotton wool discs.	
2.4.4	1 cotton wool tip swab labelled: Control Swab Ethanol	
2.4.5	1 cotton wool tip swab labelled: Control Swab Water	
2.4.6	1 A5 sized evidence sealing bag conforming to specifications as per paragraph 5.5 of Chapter 1	
2.5	PEEL POUCH 5 – Scene samples:	
2.5.1	2 disposable forceps.	
2.5.2	3 cotton tip swabs labelled Swab 1 to 3 respectively.	
2.5.3	5 pairs of cotton wool discs.	
2.5.4	1 individually wrapped disposable wooden spatula of approximately 15x2cm in size.	
2.5.5	5 barcoded securitainers labelled Container A to E respectively.	

		COMPLY /NOT COMPLY
2.5.6	2 A4 sized evidence sealing bags conforming to specifications as per paragraph 5.5 of Chapter 1	
2.5.7	1 A3 sized evidence sealing bag conforming to specifications per paragraph 5.5 of Chapter 1	
2.5.8	1 A4 sized drawstring type nylon bag with loops for the cable tie security locks.	
2.5.9	1 A5 sized drawstring type nylon bag with loops for the cable tie security locks.	
2.5.10	2 cable tie security locks labelled Lock 1 and 2 respectively.	
2.5.11	3 removable tabs, each with a unique and linear barcode of kit printed on. These tabs shall be fitted with a lift-up tab, to facilitate their removal from a backing	
2.6	Documents to be included in the kit:	
2.6.1	Triple Carbonized Inventory Form with a unique barcode	
2.6.2	User guide/ Instruction manual/leaflet	
3	SPECIFICATIONS OF INDIVIDUAL KIT COMPONENTS	
3.1	DISPOSABLE GLOVES	
3.1.1	The gloves must be the nitrile, powder free, and high risk type.	
3.1.2	The gloves must be non-allergenic.	
3.1.3	The gloves must be resistant to organic solvents and water.	
3.1.4	The gloves must be thicker and stronger than normal examination gloves.	
3.2	Cotton wool discs	
3.2.1	Each pair of cotton wool discs must be packed in a self-sealing (zip lock) plastic bag labelled: cotton wool discs for sampling.	
3.2.2	The cotton wool disc must be at least 5cm in diameter and 1mm in thickness.	
3.2.3	The cotton wool discs must not react with ethanol or water in such a way that they will dissolve or change colour.	
3.3	Cotton tip swabs	
3.3.1	The cotton tip swabs must be the sterile with a 150mm plastic/polypropylene shaft.	
3.3.2	Each cotton tip swab must be individually packed within a storage/transport tube.	

		COMPLY /NOT COMPLY
3.3.3	The cotton tip swabs must have labels attached to the cap which can act as a tamper resistant seal and must be packed in the kit in their sealed condition.	
3.3.4	The cotton tip swabs must be marked or labelled with the unique barcoded number of the kit in addition to the markings as mentioned in 2.4.5, 2.4.6 and 2.5.2.	
3.3.5	The cotton tip swabs must not react with ethanol or water in such a way that it will dissolve or change colour.	
3.4	Securitainers	
3.4.1	The kit must be supplied with white polypropylene securitainers (base and cap) of approximately 26x41mm (22ml) in size.	
3.4.2	The securitainers must be of pharmaceutical grade.	
3.4.3	The securitainers and caps must be packaged packed separately	
3.5	Forceps	
3.5.1	The kit must be supplied with polypropylene clamping forceps with scissor-type handles.	
3.5.2	The forceps must be individually wrapped.	
3.5.3	The forceps must not react with ethanol or water in such a way that they will dissolve.	
3.6	Cable tie security locks	
3.6.1	The cable tie security locks must be made of polypropylene or nylon.	
3.6.2	The cable tie security locks must not open once locked (must not be reusable).	
3.6.3	The cable tie security locks must be serially numbered.	
3.6.4	The cable tie security locks must be marked or labelled with the unique barcoded number of the kit in addition to the markings as mentioned in 2.5.10 and the serial number mentioned above.	
4.	OUTER PACKAGING	
4.1	The uniquely bar-coded serial numbers of each kit must also appear on the outside of the outer container that will be used for delivery of the kits to the SAPS (for example there should be Ten uniquely bar-coded kits packaged, the stickers of all ten uniquely bar-coded serial numbers should affix on the outside of the outer container). The items should be delivered in this manner over the duration of the contract as per par 4.11.3 of Chapter 1.	
5.	ADDITIONAL REQUIREMENTS	
5.1	The levels of any cations and anions present on all contents of the kit must be below 5ppm.	
5.2	All contents of the kit must not contain peroxides, nitro aromatic compounds or any petroleum and petrochemical related compounds.	

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ITEM NO. 17		
ICN NUMBER	ITEM DESCRIPTION	
6550T05039077	GUNSHOT RESIDUE EVIDENCE COLLECTION KIT (GSR)	
A	BACKGROUND	
PURPOSE OF ITEM	To obtain gunshot residue samples from persons / clothing suspected of being in close proximity to or having recently discharged a firearm.	
B	SPECIFICATIONS	
1. CONTENTS		COMPLY /NOT COMPLY
1.1	Evidence sealing bag size A4 conforming to specification as per paragraph 5.5 of Chapter 1 is recommended into which the gunshot residue evidence collection kit box must fit.	
1.2	3 x unique tamper-evident seals	
1.3	A5 Double Carbonized Information form with unique barcode and barcode and number of evidence sealing bag	
1.4	Gunshot residue sampler	
1.4.1	The primary residue samplers shall be assembled under an ISO Class 5, or cleaner cleanroom environment.	
1.4.2	A GSR sampler must consist out of a: <ul style="list-style-type: none"> • SEM Stub holder – See 1.5 • Aluminium SEM Stub – See 1.6 • Adhesive surface covered by a protective paper backing on top of SEM stub – See 1.7 • Tamper proof protective cap – See 1.8. 	
1.4.3	Each Gunshot Residue Evidence Collection Kit must contain two (2) gunshot residue samplers	
1.5	SEM stub holder	
1.5.1	<u>Construction:</u> The SEM stub holder must be manufactured of thermoplastic by injection molding.	
1.5.2	<u>Colour coding:</u> One SEM stub holder must be red coloured and the other one blue coloured, to facilitate quick visual distinction between the two items.	

		COMPLY /NOT COMPLY
1.5.3	<u>Base design:</u> The base of the SEM stub holder must be 32 x 32 mm and must feature an opening at the bottom whereby the base of the SEM stub, and therefore the unique 2D barcode, is effectively exposed.	
1.5.4	<u>Anti-rolling feature:</u> The base of the SEM stub holder must be square, thereby prohibiting rolling when the gunshot residue sampler lies on its side, while providing a comfortable non-slip grasping area for the operator.	
1.5.5	<u>Gripping feature:</u> The SEM stub holder must feature an adequate gripping feature which firmly grasp the stub to prevent dislodgement of the SEM stub from the holder.	
1.5.6	<u>Contamination free handling:</u> It must further be designed to prevent the collecting officer's hand, while using the gunshot residue sampler, from coming into contact with the clean adhesive surface.	
1.5.7	<u>Interlocking of holder and protective cap:</u> The SEM stub holder must be designed to form an effective clip-on gripping of the protective cap.	
1.5.8	<u>Barcoding:</u> The SEM stub holder must feature a flat surface to allow for adhering of a 30mm x 10mm label with linear & unique barcode	
1.5.9	The red SEM stub holder must bear a unique barcode with the postfix "RIGHT"	
1.5.10	The blue SEM stub holder must bear a unique barcode with the postfix "LEFT"	
1.6	Aluminium SEM stub	
1.6.1	<u>Construction:</u> The SEM stub must be a cylindrical aluminium structure, where the aluminium must be of grade 6082 – T6, with a lustre finish.	
1.6.2	The top surface of the aluminium SEM stub must be finished by cloth polishing to provide a smooth flat surface.	
1.6.3	<u>Critical size dimensions:</u> Length of SEM stub: 10.00mm ±0.10mm Diameter of SEM stub: 10.00mm ±0.10mm	
1.6.4	The aluminium SEM stub must be precision machined to very close tolerances (±0.10mm in all dimensions) so that multi-stub examination may be made in the SEM without refocusing and to facilitate automatic examination and analysis if the SEM being used has installed stage automation.	
1.6.5	<u>Base design:</u> The aluminium SEM stub must further feature an indexing key pattern on its bottom surface, so that a given stub is always returned to a SEM examination platform in exactly the same directional orientation for subsequent re-examination(s)	

		COMPLY /NOT COMPLY
1.6.6	<p><u>Indexing groove:</u> The bottom surface of the aluminium SEM stub must feature an indexing groove, extending 2.00mm±0.10mm from the side of the cylindrical structure and extending 2.00mm ±0.10mm deep from the flat surface into the cylindrical structure.</p>	
1.6.7	<p><u>Ultrasonic cleaning of stub:</u> The SEM stubs are also washed and dried under the same ISO Class 5 or cleaner conditions, thereby ensuring that the sampling units remain in the same clean condition until the moment the protective cap and adhesive surface backing paper is removed at the site of sampling, thus rendering certain that anything being picked up by the chosen adhesive would have been indeed from the specimen being sampled and is not contamination induced artefacts from less than ISO Class 5 packaging environments.</p>	
1.6.8	Each SEM stub must be cleaned in an Ultrasonic bath in an appropriate liquid (e.g. alcohol), to remove all traces of foreign material before being used for assembly into the SEM stub holder	
1.6.9	The SEM stub must be thoroughly dried by indirect heat (e.g. infra-red irradiation) before final assembly.	
1.6.10	<p><u>Barcoding:</u> SEM stub for red holder must bear a unique 2D barcode and unique barcode with the postfix "R".</p>	
1.6.11	SEM stub for blue holder must bear a 2D bar-code and unique barcode with the postfix "L".	
1.6.12	<p><u>Unique 2D barcode:</u> Each aluminium SEM stub must be uniquely labelled with a 2D barcode, reflecting the same linear barcode as what shall appear on the specific stub holder into which it shall be inserted and supplied, thereby providing full documentation and unequivocal traceability for each and every SEM stub that is analysed for gunshot residue.</p>	
1.6.13	This barcode must not in any way overlap the extents of the bottom flat surface of the aluminium SEM stub.	
1.6.14	<p><u>Insertion into SEM stub holder:</u> The SEM stubs must at all times be handled with either mechanical means (e.g. plastic pincers) or manually while wearing powder and lint free gloves to ensure it stays contamination free.</p>	
1.7	Adhesive surface	
1.7.1	The adhesive surface must be adhered flush to the circular polished flat top surface of the SEM stub, with no irregularities in the surface other than those reflected in the top surface of the SEM stub.	
1.7.2	Carbon based, electrically conductive, double sided adhesive discs (same size of stub diameter 10mm). They can be pressed onto a specimen stub and leave a conductive carbon adhesive when the backing material is removed. Ideal for examining uncoated small specimen in the SEM, and for microanalysis.	
1.7.3	<p><u>Tackiness:</u> The adhesive surface must allow for a minimum of eight (8) tamps before tackiness is substantially reduced</p>	
1.7.4	<u>Protective paper backing:</u>	

	The adhesive surface must be protected with an easily removable peel off paper backing, with a lifting tab approximately of similar size to that of the adhesive surface itself, extending away from the protected surface, and allowing contamination-free removal of the backing paper.	
1.8	Protective cap	
1.8.1	<u>Secure enclosure:</u> A tamper proof clear plastic cover must be provided for each gunshot residue stub holder to securely cover the adhesive surface of the aluminium SEM stub before sampling.	
1.8.2	<u>Interlocking of protective cap with stub holder:</u> The protective cover must be designed to form an effective clip-on gripping on the SEM stub holder. It must fit back securely to the SEM stub holder after sampling.	
1.8.3	<u>Free Space:</u> This protective cap must not be in contact with the aluminium SEM stub when affixed to the stub holder. The height must allow for free space	
1.9	1 pair of extra-large nitrile powder free gloves in peel pouch	
1.10	User guide/ Instruction manual/leaflet	
2. PACKAGING FOR CONTENTS OF KIT		
2.1	The kit container must be appropriately designed and marked "GUNSHOT RESIDUE EVIDENCE COLLECTION KIT".	
2.2	The kit contents must be supplied in a sealed box container	
2.3	The box container must be such that sufficient space is available to house the contents listed below in a secure way without risking movement or breakage of the contents during storage and transport	
2.4	The dimensions of the box container for the GSR Kit must be such that it takes up as little space as possible. Approximately 220mm x 130mm x 30mm	
2.5	The seals on the box container must not allow for access to the contents within the container at any time while it is sealed without evidence of tampering. Should tampering be attempted, it must be apparent.	
2.6	Information label of kit must be placed on the outside of the container with no expiry date	
2.7	The barcode label must be on the outside of the box container and must have extra wording LAB NO: and space to write at bottom and must be removable from a backing which is adhered to the kit box with no tab.	
2.8	Inside the lid of the box container must be a tracking label consisting of four (4) removable tabs, each with a unique and linear barcode of kit printed on. These tabs shall be fitted with a lift-up tab, to facilitate its removal from a backing which is adhered to the kit box.	

		COMPLY /NOT COMPLY
2.9	<p>The items listed below must be packaged into the gunshot residue evidence collection kit's box in a specific order, layered from the bottom to the top.</p> <p>The items must be packed, from the bottom upwards, in the following order:</p> <ul style="list-style-type: none"> 1 – (Bottom) Barcoded evidence sealing bag 2 – Three tamper-evident seals 3 – Information Form 4 – Gunshot residue samplers x 2 5 – Pair of gloves 6 – (top) User guide 	
2.10	<p>The unique barcode must be on the outside of container. The unique bar-coded serial number must have a prefix e.g. Year of manufacture, the type of kit and a unique number i.e. 22GSR000000001. The sequence will be discussed with the successful bidder.</p>	
3. OUTER PACKAGING		
3.1	<p>The uniquely bar-coded serial numbers of each kit must also appear on the outside of the outer container that will be used for delivery of the kits to the SAPS (for example there should be Ten uniquely bar-coded kits packaged, the stickers of all ten uniquely bar-coded serial numbers should be affixed on the outside of the outer container). The items should be delivered in this manner over the duration of the contract as per par 4.11.3 of Chapter 1</p>	

ANNEXURE A: MANDATORY REQUIREMENTS FOR ALL THE EVIDENCE COLLECTION KITS

		COMPLY /NOT COMPLY
1.	Information User guide/ Instruction manual/leaflet must have:	
1.1	Instructions on how to sample, seal and mark swab boxes with unique seals.	
1.2	Instructions on how to seal the evidence collection bag.	
1.3	Guidelines on how to re-package.	
1.4	Instructions on how to seal the container.	
2.	SAPS reserves the right to visit the responsive bidder's site to ascertain the sterility of the facility and ensure that a clinically clean environment and stringent quality control are adhered to as this is critical to ensure clean containers and kits.	
3.	The bidder/assembler must have a documented system in place, available for inspection, to ensure that the numbers on the evidence collection kits have not been used before and will not be repeated/duplicated in future.	
4.	Kits D1, D2, D3, D5, D6, D7, DB, DC, DD, DF, SIK, PMD2, PMIK and AEC are used in the field of DNA analysis. The bidder of the kits must submit a report of the testing for the presence of human/animal DNA (relevant to specific kit) by a recognised Laboratory, of kits sampled after assembly. No contamination can be tolerated as these specific techniques are very sensitive and will detect minute amounts of DNA.	
5	A certificate must be provided indicating that the Gunshot Residue Evidence Collection Kit was assembled in an ISO Class 5 or clean (equivalent to the FED STD 209E Class 100) room.	
6.	A certificate of conformity must be included for each lot number of kit supplied.	
7.	Upon receiving an official order, the kits must be delivered to SAPS Supply Chain Management.	
8.	If the bidder does not comply with ALL the mandatory requirements, the bid will be disqualified.	
9.	For the following Evidence Collection Kits D1, D2, D3, D5, D6, D7, DC, DCL, DD, DF, PMD2, PMIK, AEC, EXR, and GSR NO expiry date should be printed on the outer packaging. The expiry date on the contents may reflect on the individual items.	

**SPECIFICATIONS FOR EVIDENCE COLLECTION KITS
REVISION 4**

SPEC NO 2759/24

		COMPLY /NOT COMPLY
10.	For the following Evidence Collection Kits, DB , and SIK expiry date of the earliest expiring item should be printed on the outer packaging. The expiry date on the contents may reflect on the individual items.	
11.	<p>After the awarding of the bid and before production can start on the manufacturing of any of the kits specified in this document, buccal (reference DNA) samples of all the employees involved in the production of the kits must be obtained:</p> <ul style="list-style-type: none"> a. Individuals manufacturing kits b. Individuals working at receiving and dispatch c. Cleaners d. Any personnel entering or moving through or working in the vicinity of the manufacturing plant e. Maintenance personnel entering or moving through the manufacturing plant f. Individuals, not employed by the manufacturing company, visiting this area. <p>The Buccal Reference Sample Collection Kit (DB) must be used to collect the buccal samples.</p>	

Ullum
MAJOR GENERAL
COMPONENT HEAD: FORENSIC SCIENCE LABORATORY
DIVISION DETECTIVE AND FORENSIC SERVICES
TL MULAUDZI

DATE: 2024/10/23

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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.

TABLE OF CLAUSES

1. Definitions
2. Application
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6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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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

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

- 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.