



AGRICULTURAL RESEARCH COUNCIL

REQUEST TO TENDER FOR:

TENDER NO: ARC/27/02/2024

OVR TRANSBOUNDARY ANIMAL DISEASES (TAD) SUPPLY, INSTALLATION AND COMMISSIONING OF THE NEW COMPLETE UNIT (HERMETIC) CHILLER PLANT OR EQUIVALENT MODERN

Compulsory Briefing Session: 16 February 2024

Time: 10h00 am

Venue: 100 Old Soutpan Road, Onderstepoort TAD Boardroom, Pretoria (TAD)

Bidder's Name:.....

Central Supplier Database number:

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1. OVERVIEW

The Agricultural Research Council (ARC) is a Research Science and Technology institution of excellence in South Africa, which operates within the National System of Innovation. The ARC has a mandate for innovative and creative agricultural research, technology development and transfer aimed at the advancement of South African agriculture. Its operations are overseen by the ARC Council which is appointed by and accountable to the Minister for Agriculture, Forestry and Fisheries.

The Agricultural Research Council (ARC) invites suitably qualified and experienced service providers to assist with the **OVR Transboundary Animal Diseases (TAD) Supply, Installation and Commissioning of the New Complete Unit (Hermetic) Chiller Plant or Equivalent Modern.**

2. TENDER SUBMISSION

Completed and sealed tender submissions reflecting “**ARC/27/02/2024 and the name of the tenderer**” must be deposited into the Tender Box located at **100 Old Soutpan Road, Onderstepoort, Pretoria** for the attention of: “The Senior Supply Chain Manager”, **by no later than 11:00 (eleven o’clock) on 01 March 2024.**

Tender documents submitted after the closing time and date specified will not be considered. ***No submissions sent by email or facsimile will be accepted.***

Bidders are requested to submit two (2) complete documents into the tender box (one original functionality proposal and one original for financial proposal) and prepare **three (3) copies of the functionality proposal and financial proposal**. A **USB of the functionality and a USB of the financial proposal should also be submitted.** The “two envelope system” will be used for this tender. One envelope shall be clearly marked “Functionality Proposal” and another be clearly marked “Financial Proposal”. The name of the bidder and the tender number should reflect on the “sealed” envelopes.

Closing Date: 01 March 2024

Closing Time: 11h00am

3. PURPOSE

OVR Transboundary Animal Diseases (TAD) Supply, Installation and Commissioning of the New Complete Unit (Hermetic) Chiller Unit or Equivalent Modern.

3.1 GENERAL CONDITIONS

A professional service provider in mechanical construction industry is required in ARC – OVR for supply, installation and commissioning of the new complete chiller plant at the TAD facility.

3.2 SITE INSPECTIONS

The service provider shall inspect and examine the sites and its surroundings and satisfy himself/herself before submitting his/her quotation as to the nature of the overall effluent section of the building complex so far as is practicable, the form, layout and nature of the site, the quantities and nature of the work, the means of access to the site and in general shall himself/herself obtain all necessary information as to the risks, contingencies and other circumstances which may influence or affect his/her work.

It remains the service provider's responsibility to arrange for labour, transport, off-loading, storage and safe keeping of the material, workshop provisioning, scaffolding, equipment and tools required for the execution of the work in general. No claims arising (money wise or time) from a lack of knowledge in this regard will be considered.

The service provider shall be deemed to have satisfied himself/herself before submitting the quotation as to the correctness and sufficiency of his/her quotation for the works, rates and prices he/she has stated in the quotation shall cover all his/her obligations under the work to be done for the proper completion of the work/project.

3.3 GUARANTEES

The service provider shall guarantee the installation, workmanship and materials being used under this project for all mechanical equipment, installations, control instruments and workmanship for thirty six (36) months. The guarantee will commence on the date of receipt of the total and complete installation.

3.4 OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AS AMENDED

The refurbishment and installation of the work must be in accordance with the conditions as set out in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

3.5 USE OF WATER AND ELECTRICITY

A. WATER

The service provider should note that one of the following sub clauses shall apply to this project: On serviced sites, the service provider may use water free of charge, subject to the following:

- (1) All the necessary temporary plumbing, connections, etc. shall be done by the service provider at his/her own expense and removed on completion. The site shall be left in the same condition as it was when originally handed over to him/her.
- (2) Before submitting his quotation, the service provider shall acquaint himself/herself with the extent and availability of the water supply on the site. If the existing supply is found insufficient, the service provider will at his/her own expense supplement any shortage.
- (3) Water supplied free of charge to the service provider, shall only be used for execution of the work and under no circumstances for any other of the work for any other purpose. Strict precautions shall be maintained at all times to prevent any waste.
- (4) The Institute shall at all times be given preference with regard to the water supply and the service provider shall be held responsible for the unimpeded supply to existing buildings.
- (5) No monetary claim and/or claim in respect of the prolongation of time shall be conceded if the water supply does not at all times meet the service provider's requirements.

B. LIGHT AND POWER

Service provider must note that one or more of the following sub clauses shall apply to the project: On serviced sites, the service provider may use the electricity free of charge subject to the following

- (1) All the essential connections, supply and installation of connection and safety apparatus, wiring, etc. shall be done by the service provider at his/her own expense and removed on completion. The site shall be left in the same condition as it was when originally handed over to him/her.
- (2) The above-mentioned temporary work shall be performed by a qualified electrician according to the requirements and to the total satisfaction of the Institute. The service provider shall at all times comply with all statutory requirements, safety measures, etc. that may apply to the distribution and consumption of electricity, as well as the requirements and obligations that may apply to the Institute and shall exempt the Institute from any claims that may arise from the consumption of electricity from existing supplies.
- (3) Before submitting his quotation, the service provider shall acquaint himself with the extent and availability of the electricity supply to/on the site. If the existing supply is found insufficient, any shortage shall be supplemented by the service provider at his own expense.
- (4) Electricity supplied free of charge to the service provider, shall only be used for execution of the work and under no circumstances for any other of the work for any other purpose. Strict precautions shall be maintained at all times to prevent any waste.
- (5) The Institute shall at all times be given preference with regard to the electricity supply and the service provider shall be held responsible for the unimpeded supply to existing buildings.
- (6) No monetary claim and/or claim in respect of the prolongation of time shall be conceded if the electricity supply does not at all times meet the service provider's requirements.

3.6 UNAUTHORISED PERSONS

The service provider shall at all times keep un-authorized persons strictly away from work. Under no circumstances may any person be allowed to sleep or keep any possessions (material) on the building site during the project period or thereafter unless prior arrangement is made.

3.7 DISTURBANCE

The service provider shall perform all work with as little noise and mess as possible and with the minimum disturbance for adjacent and existing buildings and their occupants. He/she shall keep the site, structure, etc. sufficiently wet at his/her own expense during the operations to prevent dust to the existing buildings, all to the satisfaction of the Institute.

The service provider shall take all the precautions to protect adjacent building areas from damage and he/she alone shall be held liable for any damage to persons or property because of insufficient precautions.

The service provider shall take the necessary steps to ensure that the workers do not walk around in existing buildings unless necessary for the activities.

The service provider shall comply with the requirements of any laws or regulations relating to the use of explosives and air-pressure drills.

NOTE:

After the issuing of the order, it shall be the service provider's duty to arrange for an inspection of the buildings, etc. and the adjacent sites in the presence of the Institute's representative to identify any defects such as cracks, existing visible structure damage as well as in the buildings walls and floors that may possibly be damaged during execution of this project.

Such defects shall be recorded to refute any allegations that they have been caused by the building operations under this project. If such defects are in fact present, the service provider shall record them and submit, this in writing to the representative before work commences.

If the service provider fails to inform the representative in writing, it shall be assumed that there are no such defects.

3.8 SITE MEETINGS AND PROCEDURES

The Institute shall reserve the right to convene a site meeting at any time required. The service provider and site manager shall promptly attend all site meetings and shall also ensure that all interested persons under his/her jurisdiction, etc. are notified timeously of site meetings.

3.9 PROGRESS SCHEDULE

A provisional project plan is required as part of the bid that clearly indicates major deliverables and their associated dates. Within one (1) week after the site has been handed over, the service provider shall submit the representative with a full detailed project plan in which all aspects of the works have been taken into consideration. Strict adherence to the provisions of this plan shall be required and the service provider shall report any deviations and/or future deviations to the Project Manager and submit a new programme indicating the variations.

If the service provider wishes to deviate from the contract period specified, he/she shall obtain the written permission of the Institute and a penalty clause of 5% of the total value of the contract will be initiated for each additional week.

3.10 ALTERATIONS AND OLD MATERIAL

With the demolition and removal of existing work, the utmost care shall be taken to avoid any structural and/or other damage to the remaining parts of the buildings or equipment. The contractor shall repair any damage that may occur during the undertaking of the work at his/her own expense, to the full satisfaction of the Institute.

Old materials of the alterations or demolition's, except if specifically described to be re-used or to remain the property of the Institute, may not be used in the new construction, except with the specific written permission of the representative, with the concomitant adjustment of prices. The rest of the old material shall remain the property of the Institute and the service provider shall store it on the site. The Institute representative will point out the storage place to the contractor.

3.11 TEMPORARY USE OF MATERIAL

No material of whatever nature delivered to the site for the project shall be temporarily used for scaffolding or any other purpose. Likewise, no material in the building that is only intended for temporary use shall be used.

3.12 RUBBLE

The service provider shall make provision for the clearing of rubble from the work and, on completion, the cleaning of all machine rooms and the scrubbing of all floors and paving and shall leave the site in a clean and perfect condition for immediate use and occupation. Care should be taken not to use any cleaning agents or material that could damage the existing condition of present physical infrastructure.

3.13 IMPLEMENTS, ETC.

The service provider shall supply, maintain and remove on completion or if so requested all implements, scaffolding, tools, labour, etc. that may be required for the proper and timely execution of the work.

On completion of the project, the service provider shall remove at his/her own expense all construction implements belonging to him/her or his/her subcontractor, and leave the building site and adjacent grounds in a clean and orderly condition.

3.14 LOSS

The contractor shall be liable for any loss through theft, damage, and etc. of materials for the project as well as the contents of the buildings from the time the site is handed over. Therefore the service provider shall take the necessary precautions for protection against such losses.

3.15 PROTECTION OF BUILDINGS

He/she shall also make provision for the temporary protection of all completed work that may possibly be damaged by the construction work or by other contractors or the weather, to the satisfaction of the representative.

Especially in the existing buildings, service provider shall take sufficient precautions, to the satisfaction of the Institute representative/agent, to prevent damage to the existing apparatus, buildings and other installations during the project period.

The service provider shall be held solely responsible for any damage to the work because of insufficient precautions.

3.16 INJURY TO PERSONS

The service provider will be responsible for injuries to persons and indemnify the Institute against any liability, loss, claim or law-suit of any nature in accordance with the **Common Law or Acts of the Republic**, on an account of an injury, death of anybody, due to the acts of the person undertaking the service except where the injury arises on account of actions undertaken by personnel of the Institute.

3.17 QUALITY OF WORKMANSHIP

The chiller plant to be secured accordingly onto the dedicated area. Vibration support provided for.

Pipe installation and bends aligned either vertically straight or horizontally at ninety degrees.

All pipes properly secured onto the wall or ceiling.

Similarly with electrical installations.

Pipes and electrical cables and sockets used must be at least of the industrial standard as prescribed by the relevant SANS-specifications and must be approved by the representative while installation standards must also meet Safety legislation. Institute (ARC-OVR) corporate colours must be used by the appointed service provider for water identification, which will be shown during site visit, evaporated and condensate.

3.18 BIOSAFETY AND BIOSECURITY REGULATIONS

As guided by the revised regulations at time of implementation which will be made available at the compulsory meeting by the ARC inductor.

4. TECHNICAL SPECIFICATIONS

OBJECTIVE:

- 4.1. Supply three phase 380 ton capacity one complete water cooled unit hermetic rotary liquid chillers, or equivalent modern same size or slightly above capacity chiller to connect onto existing looped water lines through flanges.
- 4.2. Install according to the manufacture's standards for warranty validation.
- 4.3. Verify the existing stand (plinth) to accommodate size & height to connect to the existing 6 (six) inch pipes on the inlet x 2 and outlet x 2.
- 4.4. Qualified rigger team, mechanical team, and electrical team to strip the old chiller and install the new one.
- 4.5. Accommodate the panel to be able to be monitored through the BMS (building management/monitoring system).
- 4.6. Remote notification/alarm system alert to two (2) mobile phones devices.
- 4.7. Accommodate new wiring, breakers, including main which must be compatible with the new chiller and power cables.
- 4.8. Operating temperature/pressure and controls set points, etc, be visible on the chiller panel.
- 4.9. Set point of six (6 degrees Celsius) as a minimum set point.

- 4.10. Environment friendly refrigerant.
- 4.11. Ensure operational water flows balancing valves for both evaporate & condensate lines.
- 4.12. Manuals, SOP training & troubleshooting to be included.
- 4.13. Electrical COC (certificate of compliance for a three phase installation).
- 4.14. Drain valves.
- 4.15. Three year maintenance contract agreement to be entered into afterwards with an hour standby response time onto site whenever needed.

5. BID EVALUATION STAGES

The bid evaluation process consists of several stages that are applicable according to the nature of the bid as defined below:

Stage 1: Administrative requirement

Stage 2: Evaluation Criteria: Compulsory Requirements

Stage 3: Functionality scoring

Stage 4: Price and B-BBEE Preferential Goals evaluation

NOTE: The bidder must qualify at each stage to be eligible to proceed to the next stage of the evaluation.

ADMINISTRATIVE ESSENTIAL REQUIREMENTS

Criteria	Description of the criteria
5.1.	<ul style="list-style-type: none"> i. Provide proof of the bidder’s registration on the CSD <p>(Full report)</p> <ul style="list-style-type: none"> ii. Provide Tax Pin iii. Submit Standard bidding documents (SBD) completed in full and signed off by a duly authorised person. iv. Bid offer should be submitted on the official company letterhead and detailed costing must be stipulated. This is a fixed price tender, and all costs must be included. v. All pricing should be in South African Rand (ZAR). No price adjustments will be allowed after the closure of the tender. <ul style="list-style-type: none"> i. The two (2) envelopes tendering system. ii. Standard bidding documents completed in full and signed off by a duly authorised person

5.2 COMPULSORY REQUIREMENT

Technical Suitability: Mandatory Requirements

Criteria	Document that must be submitted	Description of the criteria
5.2.1	CIDB	Bidders must be registered with the CIDB, under the accepted category which could be mechanical (3ME) mainly or as determined by required services & electrical installations (EB) which could be outsourced.
5.2.2	SAQCC GAS	Qualified technician registered with the SAQCC GAS.s
5.2.3	SARACCA	Company must be a member with SARACCA. Bidder to provide proof of membership.

Failure to submit the above-mentioned required information together with the bid document on the closing date will result in the contractor's bid to be rejected.

6. TECHNICAL FUNCTIONALITY

Evaluation per requirement. The evaluation (scoring) of bidders' responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence. 60% Threshold.

No	Functionality criteria	Points allocated	Weight
6.1	<u>Project Team Experience</u> <u>Technical capability</u> The bidder shall include resumes of the project personnel and sub-contractors that will be assigned to this work and actually be working on the project for the duration. <u>Resources and support staff resources</u> Organisation structure, staffing and experience of the staff CV's	30	
	Points will be allocated to a tendered with a technical team, who has at least 10 years combined experience in chiller plant supply, installations and maintenance		5
	Points will be allocated to a tendered with a technical team, who has at least 8 years combined experience in chiller plant supply, installations and maintenance		4
	Points will be allocated to a tendered with a technical team, who has at least 5 years combined experience in chiller plant supply, installations and maintenance		3
	Points will be allocated to a tendered with a technical team, who has at least 3 years combined experience in chiller plant supply, installations and maintenance		2
	Points will be allocated to a tendered with a technical team, who has up to 1 years combined experience in chiller plant supply, installations and maintenance		1
6.2	<u>Company experience / past performance</u> Previous experience of the company. List all chiller plant previous work that the company did, stating the client, contact person name and contact info, scope of work, your company responsibilities for, rand value and date completion (suitable reference letters)	40	
	Points will be allocated to a tenderer who has done 6 or more projects relevant to chiller plant with a value above of at least R1 000,000.00 or more_		5
	Points will be allocated to a tenderer who has done 5 or more projects relevant to chiller plant with a value above of at least R1 000,000.00 or more_		4
	Points will be allocated to a tenderer who has done 4 projects relevant to chiller plant with a value above of at least R1 000,000.00 or more_		3

No	Functionality criteria	Points allocated	Weight
	Points will be allocated to a tenderer who has done 3 projects relevant to chiller plant with a value above of at least R1 000,000.00 or more_		2
	Points will be allocated to a tenderer who has done at least 2 projects relevant to chiller plant with a value above of at least R1 000,000.00 or more_		1
6.3	<u>Project plan and capability</u> <ul style="list-style-type: none"> - Technical approach, methodology and work plan to complete the project within the 2 calendar months - Supply of reputable chiller plant brand/s outlined in the specifications within the specified time - Risk management. (Traceable quality inspection / checklist) - Quality management (Traceable quality inspection/checklist during manufacturing, installation and commissioning) 	30	
	Points to be allocated to a tenderer who has an elaborated project plan and capability that address all the requirements of the project as stated above with supported evidence; and give the ARC a value added services (please state what service you can add to this project)		5
	Point to be allocated to a tenderer who has a project plan and capability that address all the requirements of the project as stated in this document.		4
	Point to be allocated to a tenderer who has an elaborated project plan and capability without evidence		3
	Point to be allocated to a tenderer who has not a detail project plan and not a detail capability provided		2
	Point to be allocated to a tenderer who has not project plan and capability provided		1

The minimum score to be achieved on functionality is 60%. Bids that do not obtain the minimum score of 60% for functionality, will be disqualified and not evaluated further on price and their BBBEE

7. LODGING OF SUBMISSIONS

Tenderers are requested to submit two (2) complete documents into the tender box (one original functionality proposal and **prepare three (3) copies of the functionality** proposal.) A soft copy of the functionality and financial proposal should also be submitted.

Tenderer's name and tender number to:

The Agricultural Research Council, ATTENTION: The Buyer, 100 Old Southpan Road, Onderstepoort Pretoria by no later than **11:00 am**

(eleven o'clock) on 01 March 2024.

Submissions not received on time and date specified will not be considered. Any entities/companies that are submitting their proposals as joint ventures are not allowed to submit their own proposals separately from the joint venture. Submitting a second separate proposal from the joint venture will lead to disqualification.

8. COMPLIANCE WITH GENERAL CONDITIONS OF CONTRACT

No alteration, variation or amendment of the Contract (of which this Tender represents the offer) shall be permitted unless otherwise agreed to in writing. Should the prospective provider, in the case of non-compliance, wish to make any amendments to the conditions stipulated by the ARC in this Tender, which shall form the offer element of a Contract and if it is accepted by the ARC, then such proposed amendments shall be clearly stipulated by the prospective provider and where possible stating the increase or decrease in the cost involved by such proposals. The ARC reserves the right to reject such submissions.

Misrepresentation of facts will result in disqualification and cancellation of the Contract.

9. ARC LIABILITY

The ARC does not bind itself to accept the lowest or any tender proposal, nor to assign any reason for the rejection of a tender proposal, nor shall it be responsible for or pay any expenses or losses that may be incurred by the prospective provider in the preparation and delivery of its submission.

10. SUBMISSION ACCEPTANCE

No submission shall be deemed to have been accepted, unless and until a formal appointment letter is issued to the successful tenderer. Submissions shall remain open for acceptance by the ARC for a period of 120 (one hundred and twenty) days from the date on which they are returnable in terms of this Tender. 22

10. PRICE BREAKDOWN

PRICING TEMPLATE WILL BE PROVIDED DURING BRIEFING SESSION

Detailed Specifications Table:

Numbering	Description	Number of items/units	Comply: Yes or No	Costs
10.1.	380 ton capacity complete unit chiller plant OR alternate same or lightly above capacity modern water cooled chiller. Objective 4.1 for full details	1		
10.2.	Installation accordingly to manufacture's recommendation. Objective 4.2 for full details	1		
10.3.	<ul style="list-style-type: none"> • Rebuild plinth size and height to meet existing water pipes infrastructure for both chilled and condensate lines. • Pipes extensions allowed to connect to existing infrastructure but through flanges only. • All four (4) shutoff inlet 6" (inch) valves to be replaced with new. • Both strains to be replaced with new (evaporate & condensate). • Install new pressure gauges inlet and discharge lines both evaporate and condensate. • Install new thermometers gauges screwed into pockets, inlet and discharge lines both 	<p>1</p> <p>4</p> <p>4</p> <p>2</p> <p>4</p> <p>4</p>		

	<p>evaporate and condensate.</p> <ul style="list-style-type: none"> • Install two (2) new flow switches linked to the controls for cut-out when no water flow. • Install four (4) new non-return valves into water pumps discharge lines. • Install new soft start for all four (4) water pumps motors meeting the power ratings in KW. <p>Objective 4.3 for full details</p>	2		
		4		
		4		
10.4.	<ul style="list-style-type: none"> • Rigger and team to prepare lifting of the existing old chiller and truck loading through a crane or any other suitable devices. • Old chiller & components will be offloaded five (5) kilometers off site. • Biosecurity rules always applicable, will be informed onsite. • Rigger and team to secure the new chiller off the truck onto the plinth through a crane or any other suitable devices. • The mechanical team to strip off any components of the old chiller for ease of relocation. • The mechanical team to secure 	1		
		1		
		1		
		1		
		1		

	<p>the new chiller onto the plinth and align to existing infrastructure.</p> <ul style="list-style-type: none"> • The new chiller be mounted on vibration shock absorption materials. • Flange gasket material be flexible rubber to absorb vibrations. • Carry on with all other additional mechanical work to project completion. • The electrical team to remove all old cables, breakers, etc. • Install new power supply cables from main DB board as well as all necessary breakers for the new chiller. • Service/repair existing breakers of the current operational chiller for ease of automation. <p>Objective 4.4 for full details</p>	<p>1</p> <p>1</p> <p>All</p> <p>All</p> <p>All</p> <p>All</p> <p>All</p>		
10.5.	<p>Link the monitoring controls to the existing BMS panel closest within the chiller plant.</p> <p>Objective 4.5 for full details</p>	<p>1</p>		
10.6.	<ul style="list-style-type: none"> • Install auto start up whenever there has been power disruptions. • Link for remote mobile notification whenever failing to operate or 	<p>1</p> <p>1</p>		

	<p>experiencing potential damages.</p> <p>Objective 4.6 for full details</p>			
10.7.	<ul style="list-style-type: none"> • Remove all redundant electrical cables that cannot be used on the new chiller from the DB board. • Install new cables for power supply of the new chiller running on existing cable trays. • Replace main breaker as well as any other breakers, or overloads if not compatible for the new chiller. • If new chiller operational signal indicators are required, space to be created within the existing DB panel or at chiller controls information panel. • Wiring diagram copy to be handed over to an ARC official. • Service/repair or replace existing breakers of the current operational chiller for ease of automation (duplicate requirement). <p>Objective 4.7 for full details</p>	<p>All</p> <p>All</p> <p>All</p> <p>All</p> <p>2</p> <p>All</p>		
10.8.	<ul style="list-style-type: none"> • Chiller plant data plate must be attached. 	<p>1</p>		

	<ul style="list-style-type: none"> • Soft copies welcome if available as well but not compulsory. • Train five ARC officials to troubleshoot in any event of machine failure. <p>Objective 4.12 for full details</p>	1		
		5		
10.13.	<ul style="list-style-type: none"> • Submit certificate of compliance after the new electrical installation (COC). • Submit a detailed electrical schematic drawing of the new installation. <p>Objective 4.13 for full details</p>	1		
		2		
10.14.	<ul style="list-style-type: none"> • Install water drain pipes/trays/ to existing drainage chiller plant area. • Enlarge water collection drain cover if restrictive. <p>Objective 4.14 for full details</p>	1		
		1		
10.15.	<ul style="list-style-type: none"> • A new separate contract will be drawn and signed by both parties for a three year maintenance plan. • Call-out response time is one hour upon call confirmed during the day, from 0600 am to 18-00 pm. • Call-out response time is one hour upon call confirmed during the night, from 	1		
		1		

	1800 pm to 06-00 am. Objective 4.15 for full details	1		
	Contingency: The ARC reserves the right not to spend the contingency or only part of it. Contingency 10%.			
Final grand total excluding VAT				
Final grand total inclusive of VAT				

12. TERMS OF ENGAGEMENT

The successful bidder shall not take more than three (3) months from date of Bid award unless otherwise indicated and agreed between the successful Bidder and the ARC.

The Service Provider shall be available for consultation with the ARC representative.

The Service Provider shall manage as confidential all data, information and insights gained in execution of work for the ARC.

ARC retains the right to negotiate with the successful Bidder for partial execution of the proposal.

ARC retains the right to enter into non-exclusive agreements with Service Providers that do not restrict procurement of goods and services from other Service Providers.

ARC retains the right to require the Service Provider to obtain permission in writing from the ARC prior to replacement of individuals proposed for execution of this Bid

Service Providers to accept professional liability for services rendered, including those rendered under sub-contract to the service provider

13. CONTENTS OF SUBMISSION

Proposals shall include all relevant information about the Bidder, which is thought appropriate to assist the ARC to assess its capabilities, capacity, outputs, value adding abilities, competitive advantage, etc.

The proposals presented are to be comprehensive and should describe the methodology to be followed in doing the following:

The Breakdown of the complete specification with associated costs.

All SBD (Standard Bidding Documents) must be completed and signed.

The proposals presented are to be as comprehensive as possible and ARC reserves the right to request the Bidder to provide more details.

Bidders shall adhere to the conditions stipulated in the General Conditions of Contract as prescribed by the National Treasury.

Bidders must ensure that the complete bid document is submitted with all additional required information and any other documents that the bidder wishes to supply to substantiate or clarify specific aspects in the proposal.

Failure to submit all the signed and completed Standard Bidding documents and / or any required documentation will result in disqualification.

14. BROADBASED BLACK ECONOMIC EMPOWERMENT (BBBEE)

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in SBD 6.1 table 1 as may be supported by proof/ documentation stated in the conditions of this tender:

15. AMPLIFICATION OF SUBMISSIONS

The ARC may, after the opening of submissions, call on the prospective Bidder to amplify in writing any matter which is not clear in the prospective Bidder's submission and such amplification shall form part of the original submission. In the event of the prospective Bidder failing to supply such information, the submission will be liable to rejection.

16. COST OF PROPOSAL

Bidders shall bear all costs associated with the preparation and submission of their proposals, the ARC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bid.

17. BID DOCUMENTS

This document in its entirety serves as the complete Bid document. Proposals offering only part of the requirements will be rejected. The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in this document. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of their proposal.

18. DOCUMENTS COMPRISING THE PROPOSAL

In preparing the technical and price components of the submissions all references to descriptive material and brochures should be included in the appropriate response paragraph, although material documents themselves may be provided as annexes to the proposal / response. Bidders are requested to focus on the provision of relevant information and to limit the amount of marketing and "boilerplate" material. The successful Bidder's proposal may be incorporated in whole or in part in the final contract. Any information that the Bidder considers proprietary should be marked as such.

19. INFORMATION

Information that the Bidder considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will be treated as such accordingly.

20. PERIOD OF VALIDITY

Proposals shall remain valid for one hundred and twenty (120) days after the date of proposal submission. A proposal valid for a shorter period may be rejected by the ARC on the grounds that it is non-responsive.

In exceptional circumstances, the ARC may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

21. FORMAT AND SIGNING OF PROPOSALS

The Bidder shall prepare four copies of the proposal, clearly marking one "Original Proposal" and three "Copies of Proposal" as appropriate. In the event of any discrepancies between them, the original shall govern. The four proposals shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the contract.

22. INTERLINEATIONS

A proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the proposal.

23. PAYMENT

The successful Bidder shall be paid upon submission of an invoice for each transaction of satisfactory work detailed in the scope.

24. DUE DILIGENCE EXERCISE

The ARC reserves the right to perform due diligence exercise for the purpose of appointing a credible tenderer.

25. PRICE AND PRICING STRUCTURE

(To be inserted or deposited into the Financial Proposal Envelope)

Bidders shall indicate the basis on which the services will be charged.

Where a Bidder lacks in-house expertise and may have to outsource certain services, the detail and basis of charges of any such service that may be required must be outlined.

The Bidder shall reflect service discounts that they will offer throughout the contract duration.

Bidders submissions must reflect the detailed breakdown of the bid price as follows:

Prices must be for the entire period of the tender including price escalation.

Prices must include VAT, if it is applicable and all other costs related to the execution of the required services.

26. CANCELLATION OF THE BID

The ARC reserves the right to cancel the bid at any time of the process should the recommended service provider/s fail to meet the requirements of the bid.

27. SITE INSPECTION

The ARC reserves the right to conduct a site inspection to the premises of the recommended service provider and/or the recommended service provider's clients at any given time.

28. SIGNING OF THE SERVICE LEVEL AGREEMENT

The successful service provider will be expected to sign the service level agreement within ten (10) working days after receiving the appointment letter from the ARC Supply Chain Management Unit.

The Agricultural Research Council will then send the letter of award to the preferred bidder with two copies of the completed version of the said contract specimen and the preferred bidder will be firmly obliged to duly sign, initial and properly date both copies of the same and return them to the Agricultural Research Council for its signature within 10 (Ten) working days of their receipt of the said documents, failing which the Agricultural Research Council will be entitled, in its sole and total discretion and without further notice to such preferred bidder to write to such preferred bidder, summarily withdrawing the tender award, due to such contract signing process delay on the part of the given preferred bidder.



**SBD 1 PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (AGRICULTURAL RESEARCH COUNCIL)					
BID NUMBER:	ARC/27/02/2024	CLOSING DATE:	01 March 2024.	CLOSING TIME:	11:00 am
DESCRIPTION	OVR Transboundary Animal Diseases (TAD) Supply, Installation and Commissioning of the New Complete Unit (Hermetic) Chiller Plant or Equivalent Modern				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
100 Old Soutpan Road, Onderstepoort Pretoria					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Miss Emmy Galane		CONTACT PERSON		
TELEPHONE NUMBER	012 529-9316		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Galanem@arc.agric.za		E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA EFILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE AND TECHNICAL QUIRIES MAY BE DIRECTED TO:

Department: Supply Chain Management

Contact Person: Ms Emmy Galane

Tel: (012) 529 9316

E-mail address: Galanem@arc.agric.za

All technical enquiries must be forwarded in writing to Supply Chain Management who will act as communicator between the Bidder and ARC to ensure that all Bidders receive the same information.



SBD 2 TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.



SBD 3.3
PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.:
ARC/27/02/2024.
 CLOSING TIME 11:00 CLOSING DATE: **01 March 2024.**

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

Item Description Bid Price in RSA Currency ** (All Applicable Taxes Included)
 No

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION, HOURLY RATE AND DAILY RATE

----- R-----
 ----- R-----
 -----R-----
 ----- R-----
 ----- R-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----R----- days
 ----- R----- days
 -----R----- days
 ----- R----- days

- 5.1 Travel expenses (specify, for example rate/km and total km, class of air-travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED AMOUNT	RATE QUANTITY
---	---------------

-----	R.....
-----	R.....
-----	R.....
-----	R.....

TOTAL: R.....

**** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.**

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED AMOUNT	RATE QUANTITY
---	---------------

-----	R.....
-----	R.....
-----	R.....
-----	R.....

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid

.....

7. Estimated man-days for completion of project

.....

8. Are the rates quoted firm for the full period of contract?

*YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

.....

.....

.....

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

AGRICULTURAL RESEARCH COUNCIL – OVR Office

Department: Supply Chain Management

Contact Person: Miss Emmy Galane

Tel: (012) 529 9316

E-mail address: Galanem@arc.agric.za



SBD4

BIDDER’S DISCLOSURE 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder’s declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

SBD 5

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchased / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1. PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ million can be reached as follows:

- (a) Any single contract with imported content exceeding US\$ 10 million. or
- (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$ 3 million awarded to one seller over a 2 year period which in total exceeds US\$ 10 million. or
- (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$ 10 million. or
- (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$ 10 million.

1.2 The NIP obligation to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion,

sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of R 10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R 10 million (ten million Rands) is to cater for multiple contract for the same goods, works or services; renewal contracts and multiple suppliers for the same goods, works and services under the same contract as provided for in paragraphs 1.1 (b) to 1.1 (d) above.

3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewal contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R 10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number
- Description of the goods, works or services
- Date on which the contract was accepted
- Name, address and contact details of the government institution
- Value of the contract
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X84, Pretoria, 0001 for the attention of Mr. Elias Malapane within five (5) working days after award of the contract. Mr. Malapane may be contacted on telephone (012) 394-1401, facsimile (012) 394-2401 or e-mail at Elias@thetdi.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. The contractor and the DTI will determine the NIP obligation;
- b. The contractor and the DTI will sign the NIP obligation agreement;
- c. The contractor will submit a performance guarantee to the DTI;
- d. The contractor will submit a business concept for consideration and approval by the DTI;
- e. Upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. The contractor will implement the business plans; and
- g. The contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid Number:

Closing Date:

Name of
Bidder:

Postal
address:
....

.....

Signature:

Name (In print):

Date:

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$Ps = 8 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

80/20
or
90/10

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

or

90/10

$$Ps=80\left(1+\frac{Pt-Pmax}{Pmax}\right)$$

or

$$Ps=90\left(1+\frac{Pt-Pmax}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Percentage (%) Ownership by HDIs		Points 8		
91-100%		8		
81-90		7		
71-80		6		
61-70		5		
51-60		4		
41-50		3		
21-40		2		
1-20		1		
0%		0		
Percentage (%) ownership by Women		Points (4)		
81-100		4		
51-80		3		
31-50		2		
1-30		1		
0%		0		
Percentage (%) Ownership (by Youth		Points (4)		

81-100		4		
51-80		3		
31-50		2		
1-30		1		
0%		0		
Percentage Ownership by PwD		Points (2)		
51-100%		2		
1-50		1		
0%		0		
RDP Goals		Points (2)		
Any RDP goal/s		2		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct; ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

ADHERENCE TO THE ARC'S CODE OF ETHICS

1. INTRODUCTION

This statement forms part of the Agricultural Research Council's "Ethics and Fraud Prevention strategy". It sets out the tone, culture and expectations of the ARC in promoting a policy of fair dealing and integrity in the conduct of business and the countering of fraudulent activities.

2. POLICY

2.1 The ARC's vision is to provide Excellence in Agricultural Research and Development.

2.2 The ARC will do everything possible to promote honesty, integrity and to adhere to all applicable laws in everything it does and is committed to the prevention, deterrence, detection and investigation of all forms of non-adherence to policies, laws and the Code of Ethics.

2.3 ARC Council members, Audit Committee members and employees at all levels are expected to adopt the highest standards of propriety and accountability. These standards are also expected from organisations that the ARC deals with such as suppliers, contractors, customers, partners, etc.

2.4 If it is established that suppliers, contractors, customers and partners have engaged in corrupt, dishonest, fraudulent activities or have contravened the supply chain policy of the Code of Ethics in competing or executing the contract awarded, the ARC will immediately terminate the contract. Any supplier, contractor, partner or officer representing any of the entities if found guilty of any of the above they will be declared ineligible to supply goods, works and services to the ARC under any programmes or projects managed and administered by the ARC on behalf of its clients.

2.5 The ARC can in its sole judgement proceed to pursue any legal remedies available.

3. CULTURE

3.1 Adherence to laws, policies and procedures, the prevention and detection of fraud and corruption and the protection of ARC's assets is every stakeholder's responsibility.

3.2 Council members, Audit Committee members, all employees are expected to carry out their duties to the best of their ability for the benefit of the ARC and not to take advantage of any situation for personal gain, for themselves, members of their family or friends.

4. CODE OF ETHICS AND FRAUD PREVENTION STATEMENT

4.1 Members of the public, suppliers, contractors and partners are expected to act with integrity in their business dealings with the ARC and not to behave dishonestly to the detriment of the ARC.

4.2 The ARC has set up a secure and confidential framework, within which any employee, member of the public, suppliers, contractors, partners are encouraged to raise concerns if they know of or suspect that the following is about to occur or has occurred:

- Fraud;
- Corruption;
- Abuse of assets;
- Irregular transaction are taking place;
- Fruitless expenditure has been incurred;
- Endangering of an individual's health and safety;
- A violation of applicable laws, rules, policies or regulations of the Code of Ethics.

4.3 The ARC will ensure that any allegations received are taken seriously and investigated in an appropriate manner.

4.4 The ARC will deal firmly with those who act dishonestly. Following proper investigation, appropriate disciplinary action and / or criminal proceedings will be instigated.

4.5 Suppliers, contractors and partners acknowledge that they have read and understood relevant sections of the Code of Ethics policies, procedures and laws applicable to them.

4.6 Stakeholders who wish to remain anonymous when raising concerns are encouraged to use the following secure hotline:

Free Call Telephone Number:	0800 000 604
Free Call Facsimile Number:	0800 007 788
E-mail:	arc@tip-offs.com
"Please call me" number:	32840
Tip-offs anonymous url:	www.tip-offs.com

No-one will be subjected to retaliation for good faith reporting of a suspected violation.

4.7 Concerns can only be adequately investigated if all relevant facts concerning the issue being reported are disclosed. Stakeholders are encouraged to provide relevant facts including supporting documentation of available.

I, _____ the
undersigned in my
capacity as an authorised representative of
..... registration number
.....

HEREBY ACKNOWLEDGE:

1. That I have been explicitly informed of and consequently an fully aware of the fact that:
 - a) I must adhere to sections of the ARC Code of Ethics, supply chain policy and laws that apply to me as a supplier or contractor;
 - b) I will report to the ARC any violations and contraventions of its Code of Ethics, policies, procedures that I may become aware of;
 - c) Failure to adhere to (a) and (b) above will result in the cancellation of my contract with the ARC and the ARC in its sole judgement may pursue any other legal action it deems appropriate.

NAME(s): (BLOCK LETTERS)
CAPACITY of authorised agents:

SIGNATURE(s) of authorised agents:
SIGNED AT on this day of

WITNESSES: (Full name – BLOCK LETTERS – and signature)

1.
2.

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following items 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 anything 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 subsidised by its government and encourage 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 recognised 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 specific 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 goods 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, by 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 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 sub-contractors) 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 goods 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 organisation 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 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility of all aspects of the project and delivers the full end product / service required by the contract

1.28 "Written" or 'in writing" means hand-written 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 (excluding professional services related to the building and construction industry), 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 goods, 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, 0111, 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 written consent, make use of any document or information mentioned in the 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 Security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the 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 analysis

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 organisation 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 analysis 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 analysed 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 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

The goods supplied under the contract shall be fully insured in a freely convertible currency against loss and 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 to 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 relive 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 the SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment 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 service performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorised in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

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 the 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 sub-contractor(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 by 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 service from a national department, provincial department or a local authority.

21.4 The purchaser reserves the right 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 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 supplier contract, the purchaser shall, without cancelling 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 judgement 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 purchase 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 purchase 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 purchase intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of 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 firstmentioned 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 Is 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.

23.7 If a court of law convicts a person of an offense as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, 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 in 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

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 antidumping or countervailing right is increased in respect of any dumped or subsidised 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 reduces, 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 supplied 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 is 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 reasonable 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 to the supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful 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

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 bidder 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, licence 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. Transfer of contracts

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. Amendments of contracts

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.