



AGRICULTURAL RESEARCH COUNCIL

REQUEST TO TENDER FOR:

TENDER NO: ARC/31/01/2022

**REQUEST FOR PROPOSALS TO RENDER A SECURITY GUARDING SERVICES FOR
OVR CAMPUS.**

**Compulsory Briefing session is on 18 February 2022 at 11:00 am in OVR Campus,
100 Old Soutpan Road, Onderstepoort, Pretoria**

Closing Date: 28 February 2022

TIME: 11:00

Tenderer Name:.....

Central Supplier Database number:

**THE DETAILS AND CONTENTS OF THIS DOCUMENT ARE CONFIDENTIAL AND
FOR CONSIDERATION AND RESPONSE BY THE RECORDED RECIPIENTS ONLY**



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 Security Guarding Services in OVR Campus.

TENDER SUBMISSION

Completed and sealed tender submissions reflecting **“ARC/31/01/2022 and the name of the tenderer”** must be deposited into the Tender Box located at **1134 Park Street, Hatfield, Pretoria** for the attention of: “The Senior Supply Chain Manager”, **by no later than 11:00 (eleven o’clock) on 28 February 2022.**

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

Tenderers 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**. **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 tenderer and the tender number should reflect on the “sealed” envelopes.

All enquires are to be directed to Supply Chain Management Office at the following contact details; Landline: +27 12 427 9733

Email: zondomp@arc.agric.za/scmrequests@arc.agric.za

Closing Date: 28 February 2022

Closing Time: 11h00

1. BACKGROUND

The objective of this bid is to appoint a service provider to perform the security service for the ARC for OVR Campus.

Provision of security guarding services at the National Key Points sites at ARC – Onderstepoort Veterinary Research and Trans Boundary Animal Diseases, 100 Old Soutpans Road, Onderstepoort, Pretoria.

2.1 Compulsory Requirements

1. Tax Pin Number from SARS
2. Standard Bidding Documents (SBD forms)
3. Central Supplier Database (CSD report) showing a tax compliant status for the duration of the bidding process.
4. Valid Security Provident Fund Registration indicating the status of registration covering the tendering period (month to month validation or compliance letter) issued by the Private Security Industry Provident Fund. The certificate should be valid at the time of closure of the tender.
5. Valid letter of good standing with Compensation Fund from the Department of Employment and Labour.
6. Valid Unemployment Insurance Fund (UIF) certificate of compliance from the Department of Employment and Labour.
7. Original certified valid copy of PSIRA certificate as proof of National Key Point (NKP) registration with Private Security Industry Regulatory Authority (PSIRA) as NKP Security Service provider and with SAPS secretariat.
8. Valid certificates of active registered employees with PSIRA.
9. Liability Insurance Policy Cover of 5 million Rand National and 2 million for Provincial.
10. Proof of fire arm registration / or licences issued in terms of the Firearms Control Act, 2000). This includes registration documents from South African Police Services Central Firearm Registry, List of all firearms, copies of all firearm licences owned or used by the company as well as competency certificates all the firearms user/handlers.
11. All pricing should be in line with PSIRA Sectorial Determination. Service providers are required to make provision for the statutory increases in the pricing structure for the duration of the contract. Break down of budget according to increase per year to be attached. Attached are ARC pricing template for your reference as Annexure A

Note: 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.

2.2. CONDITIONS

2.2.1 Contractors shall provide to the ARC (accompanying the bid document on the closing date/time) with the following information as listed in the below format:

- (a) The name, physical and postal address, telephone and fax numbers of their regional offices and headquarters.
- (b) Names, addresses and telephone numbers of their banks or other financial institutions that manage their finances and the names of a contact person at each financial institution.
- (c) Consent that the financial institutions may answer the company financial enquiries and supply statements on request by the ARC.
- (d) The names, identity numbers and street addresses of all partners, shareholders of their companies and/or members of their partnerships, companies or close corporations respectively and as applicable.
- (e) Three (03) signed reference letters indicating the value and the duration/period of the contracts that have been completed i.e. contracts that have been successfully completed.
- (f) Company profile

2.2.2 Prospective bidders must attend a compulsory briefing sessions and site inspections which at both campuses.

Please note that failure to attend the compulsory briefing sessions and site inspections will result in the contractor's bid being rejected and not be taken into consideration for recommendation.

2.2.3 Operational conditions

		COMPLY		
		YES	NO	REPLY
2.3.1 Service required The rendering of a Security Guarding Service will commence from the date of signing the contract and be terminated on 28 February 2023. The following premises situated in Gauteng Province: Cluster B / Gauteng Province <ul style="list-style-type: none"> • ARC – Onderstepoort Veterinary Research - Onderstepoort • ARC - Trans Boundary Animal Diseases - Onderstepoort 				
Item	Number			

		COMPLY		
		YES	NO	REPLY
2.3.1.1 Security Requirements per Site <ul style="list-style-type: none"> ARC – Onderstepoort Veterinary Research (OVR) Institute, Onderstepoort Security Officer – Grade B Security Officer – Grade C Day Shift: 06:00 - 18:00 - Monday to Sunday Night Shift: 18:00 – 06:00 – Monday to Sunday NB: Grade B is responsible for both NKP sites. Patrolling Vehicle bakkie for both NKP's- Monday Sunday (24/7) ARC – Onderstepoort Veterinary Institute, Trans Boundary Animal Diseases Security Officer – Grade C Day Shift: 06:00 - 18:00 - Monday to Sunday Night Shift: 18:00 – 06:00 – Monday to Sunday NB: All deployed officers and relief workers must have National Key Point Training Certificates 				
	1B+ 6C			
	1B+ 6C			
	01			
	2C			
	3C			

2.3.2 General Security Aids				
a) Pistol/ shot gun	1 per Security Officer (SO)			
b) Portable hand held two-way radios (to be programmed to Contractor's frequency) with base station at control room.	1 per Security Officer (SO)			
c) Whistle	1 per SO			
d) Hand held Light Emitting Diode (LED) spot light (with rechargeable batteries).	1 per SO			
e) Pen; Occurrence book will only be written in black and red.	1 per site			
f) Pocket books.	1 per SO			
g) Cell phones (Where applicable).	1 per Supervisor			

h) Panic button linked with armed response paid for by the services provider	1 per site			
i) Clocking buttons (e.g. Blood hound system or equivalent/similar) to conduct hourly patrols	1 System per site			
j) Baton and hand cuffs.	1 per SO			
k) Stun gun and pepper spray	1 per SO			
l) Entry control forms for visitors and vehicles.	1 per entrance			
M) Bullet proof vests	1 per SO			
2.3.3 Private Security Industry Regulatory Authority (PSIRA)				
a) The contractor must be registered in terms of the Private Security Industry Regulatory Act (Act 56 of 2001).				
b) All Security Officers that the contractor supplies to render the service must be registered as Security Officers in terms of The Private Security Industry Regulatory Act (Act 56 of 2001).				
c) A copy of the registration certificates in respect of all the Security Officers must be attached with the bid document as part of the contract.				
d) A consolidated file with qualifications and registration certificates to be provided to client within 30 days after the commencement of service.				
e) The contractor shall, in order to ensure the continuity of the service to be rendered, in case of strike, allocate specific supervisor to the specific site for the duration of this contract. A list of supervisors shall be supplied to the ARC.				
f) All security officers supplied to render the service must be trained to the standard set by the Private Security Industry Regulatory Authority (PSIRA), and from the accredited centre.				
g) The Security Officers must understand and be able to implement the Control of Access to Public Premises and Vehicle Act No. 53 of 1985, and National Key Point Act of 1980 and all the relevant legislations.				
2.3.4 Supervision of Emergency Assistance				
The contractor must have a well-established and equipped (24) hour security control room and must furnish details of equipment, etc. which is available in the security control room. This office must be based within the Province or region where the services will be rendered.				
NB: The ARC holds the right to inspect such control room.				
Contractors must be reachable within twenty four (24) hours				

<p>2.3.5 Minimum wages</p> <p>a) It is expected that the contractor shall pay his/her employees at least the minimum monthly basic wage, as prescribed by the Sectoral Determination and any other law.</p> <p>NB. The ARC shall pay the contractor and within 30 days upon submitting of correct invoice after completion of the monthly service.</p> <p>It should be noted that the payment of salaries for security officers will not be dependable on the payment of invoices submitted to the ARC. The ARC will require proof of monthly salary payment from the successful bidder.</p> <p>b) Security Officers must be paid the wage according to Basic Conditions of employment Act 75 of 1997 based on the Sectoral Determination for private security sector as issued by Employment and Labour Department.</p>			
<p>2.3.6 Assumption of duty</p> <p>The successful contractor must be in a position to supply services within one month after the date of formal contract i.e. from the date of receipt of an official appointment letter and purchase order.</p>			
<p>2.3.7 Provision of personnel in crises situations</p> <p>Contractors must, in consultation with the ARC Security Manager, undertake to provide certain and reasonable number of staff within 6 hours as required for the rendering of service at the site during crisis situations. Failure to consult with ARC Security Manager will result in this matter being regarded as been illegitimate and may lead to termination of the contract.</p>			
<p>2.3.8 Security Service</p> <p>The norm/quality of the service to be rendered must be in accordance with PSIRA, the acceptable standard of the trade concerned.</p>			
<p>It is the responsibility of the successful contractor to see that personnel in his service and especially those employed for the rendering of this service, meet the requirements at all times. Failure to meet any of these requirements may result in the termination of the contract. All possible steps shall be taken by the contractor to ensure that the intended execution of this agreement takes place. These steps include, <i>inter alia</i>, the following:</p>			

a) The protection of ARC officials against injuries, death or any other offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (Act 51 of 1977) as amended.			
b) The protection of ARC property at the intended sites and the protection of said property against theft, robberies ,vandalism and fire etc;			
c) The Protection of Information			
d) At sites where there is no guard hut provided, the service provider will provide its own temporary guard hut.			
2.3.9 Security personnel compliance			
a) All security officers must be South African Citizens.			

- b) All Security Officers must be able to communicate, read and write in English.

SITE SUPERVISORS / INSPECTOR: ARMED SECURITY OFFICER (GRADE B) – NATIONAL KEY POINT (NKP)

- a) Security Supervisors Grade B are the persons who exercise direct supervision and control over site Security Officers. They must be registered with PSIRA as National Key Point Officer.
- b) Supervisors must be to the level of at least NQF level 4 Grade 12/ and/or equivalent qualification. They must possess emotional intelligence training certificate and must have two (2) years supervisory experience.
- c) Supervisors must have a good knowledge and understanding of their post descriptions and duties.
- d) Supervisors must at all times be capable of leading/controlling and supervising their subordinates.
- e) Supervisors must be able to communicate, read and write in English and/ or commonly spoken language of the respective area.
- f) Supervisors must have good knowledge in respect of the Occupational Health and Safety Act aspects relating to premises/ site(s) security and safety at the respective premises/office(s)
- g) The Contractor/Supervisor must arrange to conduct quarterly independent premises/office(s) risk evaluation(s).
- h) All supervisors must be adequately trained in security procedures, fire equipment, health and safety, customer service, using of all security related equipment such as hand-held metal detectors, fire-arm handling, searching procedures, radio speech procedures etc.
- i) All supervisors must be adequately trained in the safe handling of Firearms in accordance with the Fire-arms Control Act 60 (Act 60 of 2000)
- k) The Contractor must be able to perform investigations as well as be in touch with all the relevant law enforcement Authorities.

ARMED SECURITY OFFICERS GRADE C- NATIONAL KEY POINT (NKP)

- a) Security Officers Grade C is the persons who shall execute the physical security service
- b) Security Officers to the level of at least NQF level 3 Grade 10 and/or equivalent qualification. In addition to PSIRA grading they must be registered with PSIRA as National Key Point Officer.
- c) Security Officers must be able to communicate, read and write in English and/or commonly spoken language of the respective area.
- d) The Security Officers must have good knowledge in respect of the OHS Act (Occupational Health and Safety Act)
- e) All Security Officers must be adequately trained in security procedures, fire equipment, customer service, using of all security related equipment such as walk-through metal detectors, hand held metal detectors, fire-arm handling, searching procedures, radio speech procedures and handling of the National Flag, etc.
- f) Security Officers Grade A, B & C must be adequately trained and in possession of firearm competency in the safe handling of Firearms in accordance with the Fire-arms Control Act 60 (Act 60 of 2000)
- g) All Armed Security Officers must possess a valid First Aid level one Certificate.

- c) All Security Officers must be adequately trained in security procedures, fire equipment, customer service, using of all security related equipment such as walk-through metal detectors, hand held metal detectors, fire-arm handling, searching procedures, radio communication procedures and handling of the National Flag, etc.

a) Security Officers must not be younger than 21 years of age.			
b) The ARC holds the right to screen (and/or interview) the Security Officers supplied to render the service within (7) seven days after commencement of their respective service and to verbally request an immediate replacement should the Security Officer not meet the criteria or perform to the accepted standard. Replacement of guards remains the prerogative of the client and it can happen any time during the duration of the contract if deemed necessary.			
c) On commencement the successful contractor must submit recent SAPS Criminal Record Centre clearance certificates, (at his/her own expense) to the ARC Security Manager in respect of all personnel he/she supplies to render the service.			
d) The ARC reserves the right to change/vary the number of security guards required per site at its discretion and in accordance with operational requirements, before and after the awarding of the tender.			
2.3.10 Fire Arms a) The appointed Contractor must provide his/her personnel with Pistols/shot gun. b) The appointed Contractor must issue all its armed officers with a fully loaded magazine plus one (1) additional fully loaded magazine, magazine pouch Firearm Holster.			
2.3.10 Oath of secrecy and vetting a) All security personnel as well as all personnel and management involved with the Security Services of the ARC shall at the commencement of this agreement sign an "Oath of Secrecy" declaration and submit the declaration to the ARC Security Manager			
b) The Supervisor and Security officers must sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the ARC in general.			
c) The Supervisor and Security Officers are prohibited from reading documents or records in offices or the unnecessary handling thereof.			
d) No information concerning the ARC activities may be furnished to the public or media by the Contractor or any of his/her employees.			

e) All security personnel, directors and the Company itself shall be subjected to vetting prior to the commencement of the services and as when deemed necessary for the duration of the contract.			
2.3.11 General requirements for security personnel The following general requirements must apply: a) At all times Security Officers must present an acceptable image and appearance which implies, <i>inter alia</i> , that they may not sit, lounge about, sleep, smoke, eat or drink while attending to third parties or the public.			
b) Supervisors and Security Officers must at all times present a professional dedicated attitude. A professional dedicated attitude approach shall imply, <i>inter alia</i> , that there shall be no unnecessary arguments with visitors/staff or discourteous behaviour towards them.			
c) Supervisors and Security Officers must be physically healthy and medically fit for the execution of their duties (The service provider must submit a detailed Health and Safety File with all medical records/Fitness records for all Security Personnel to be stationed at OVR)			
d) The ARC reserves the right to ascertain from the Private Security Industry Regulatory Authority as to whether the Supervisors and Security Officers are in good standing with the PSIRA at any given time during the contract period.			
e) Improper behaviour when addressing the public will not be allowed.			
2.3.12 Uniforms and identification The Contractor shall undertake to ensure that each member of his/her security personnel will at all times when on duty have: a) A neat and clearly identifiable uniform (<i>not something like</i>) of the company, which will include matching raincoats and overcoats for personnel performing duties outside the building.			
b) For Security Officers performing duties at duty point's specific and clear identification is required.			
c) A clear identification card of the company with the member's photo, identification, staff number and designation on it, worn conspicuously on his/her person at all times.			
d) The valid identification card issued by the Private Security Industry Regulatory Authority must worn at all times.			
2.3.13 Maximum shift hours			

No security personnel may be allowed to work a daily shift longer than (12) twelve hours. Double shift will penalized according to penalty clause in the Service Level Agreement (SLA)			
2.3.14 Inspections			
a) A complete and concise inspection of the service shall be performed by ARC security officials as well as the Contractor himself/herself at least every (3) three months.			
b) The ARC reserves the right to inspect the service rendered by the Contractor at any time, in order to ensure that the service that is rendered is in accordance with the conditions of the contract and the site specifications and procedures.			
2.3.15 General			
a) The Contractor's personnel must at all-time refrain from littering and they must keep the grounds/building/work area occupied by them clean, hygienic and neat.			
b) Under no circumstances will any security personnel be allowed to trade on the premises.			
c) The Contractor shall not erect or display any sign, printed material, painting, name plates, advertisement, and article or object of any nature whatsoever, in, or to the ARC's buildings or sites or any part thereof without written consent. The Contractor shall not publicly display at any site any article or object which might be regarded as objectionable or undesirable.			
d) Any sign, printed material, painting, name plates, advertisements, article or object displayed without written consent or which is regarded as objectionable or undesirable will immediately be removed. The Contractor shall be held responsible for the costs of such removal and damages incurred as a result of such removal.			
2.3.16 Duties of Security Officers			
a) To act as an authorised official in terms of the Control of Access to Public Premises and Vehicles Act (Act 53 of 1985).			
b) To perform access control duties as prescribed, patrol premises, and execute functions required by the ARC (including the safeguarding of personnel, property and information).			
c) To record events/incidents in the prescribed Occurrence Book and report it to the shift supervisor and Contractor.			
2.3.17 Additional requirements			
a) Security Officers must be inspected once per day (weekends and public holidays included) and twice per night shift by the Contractor			

or his representative.			
b) A direct line of communication must be established between the security officers and/or ARC armed response unit and the control room of the Contractor.			
c) The rendering of a Security Guarding Service will commence from the date of signing the contract and be terminated on 28 February 2023. The ARC reserves the right to terminate the contract with immediate effect if the ARC is dissatisfied with the services rendered by the Contractor. This will be done in line with the policies of the ARC and SLA conditions. Should the circumstances change, the ARC shall amend the requirements of the contract in consultation with the contractor.			

2.3.18. PENALTY PROVISIONS			
a) Failure to comply with Requirements will result in the penalty which is provided for in the service level agreement (SLA).			
b) Failure to render a satisfactory service will result in the termination of agreement or the contract.			
c) Failure to provide the agreed upon number of security officers: Penalty in the amount equivalent to the hourly rate/salary of a particular grade of security officer that was supposed to have been provided.			

2.3 CONTRACTOR'S RESPONSIBILITIES			
2.4.1 Overseeing all security activities performed by security personnel.			
2.4.2 Handles all problems experienced by security personnel on site.			
2.4.3 Attends to all problems regarding payments and family problems of Security Officers.			
2.4.4 Ensures that the equipment required according to the specification is on site and reported to client if they are in for repairs.			
2.4.5 Be involved in any security operations and manage special events from the Contractor's point of view.			
2.4.6 Ensures that Security Officers are given continuous training at least once a year.			
2.4.7 Shortage of security personnel should be recorded in the occurrence book by the supervisor. ARC shall be informed (within two hours) and			

	also keep their own record with regard to shortages of Security Officers.			
2.4.8	Ensures that the Contractor's security officers are familiar and knowledgeable on how to handle emergency situations.			
2.4.9	Ensures that registers are clean, neat, legible and updated at all times.			
2.4.10	Ensures that Security Officers are always in uniform and display their registration cards.			
2.4.11	The Contractor's Managing Director must hold quarterly meetings with the ARC – Central Office and monthly meetings at Institute level.			
2.4.12	Ensures that all security staff understands the needs and expectation of the secondary clients (visitors) and primary clients (employees) of the ARC.			
2.4.13	The Contractor must provide adequate security personnel as required by the ARC for the successful rendering of security service at all times throughout the contract.			
2.4.14	Ensure that security personnel present themselves well to the staff members and to the public.			
2.4.15	The Contractor will be held liable for any damages or loss suffered by the ARC, as a result of the Contractor's own or his employees' negligence or intent, which originated on site due to, but not limited to labour actions by the employees and/or sub-contractors' employees under control of the Contractor.			
2.4.16	The ARC shall not be held liable for any loss or damage of any nature to any of the Contractor's properties or any items kept at the ARC sites, even in cases where the loss originated as a result of negligence or intent on the part of the ARC.			
2.4.17	The ARC is indemnified against any loss, expense or damage which may be sustained by any third party, as well as any claim or legal proceedings and legal expenses, including attorney and client costs, that may be instituted against or incurred by the Contractor, and which arise from or are the result of any act or omission by the Contractor or an employee or agent of the Contractor in connection with the execution of the services in terms of this contract which may result in the following cases:			
2.4.17.1	Loss of life or injuries which may be sustained by the security personnel during the execution of their duties.			
2.4.17.2	Damages to or destruction of any equipment or property of the Contractor during the execution of their duties.			
2.4.17.3	Any claims and legal costs which may ensue from the failure by or acts committed by security personnel against third persons, which acts include:			

2.4.17.4 Illicit frisking, arrests and other illicit or wrongful deeds.			
2.4.17.5 The Contractor shall be notified in writing of the particulars of each claim he/she is liable for.			
2.4.18 The Contractor must, at his own expense, take out sufficient insurance cover against any claims, costs, loss and/or damage ensuing from his obligations and he/she must ensure that such insurance remains operative for the duration of this contract.			
2.4.19 A copy of such insurance contract shall be handed to the ARC representative on commencement of the service.			
2.4.20 The Contractor may not use any of the ARC's equipment, aids and/or property, for purposes of compliance with the conditions, which equipment, aids and/or property include, <i>inter alia</i> , vehicles, stationery, firearms, houses, rooms and furniture.			
2.4.21 The Contractor is responsible for the training of his/her personnel at the site in respect of the application of the guidelines of the emergency plan applicable for the specific site.			
2.4.22 The Contractor's personnel must at all times refrain from littering and must at all times keep the grounds occupied by them clean, hygienic and neat. The Contractor shall, at the end of each shift, remove any littering caused by the dogs and/or security personnel of the contractor.			
2.4.23 The Contractor shall provide a duty roster for the coming week at the site.			
2.4.24 Incidents should be reported promptly to the ARC management.			
2.4.25 The Contractor shall inform the ARC of date of payment of officers.			
2.4.26 The Contractor must abide by all relevant OHS legislation and will accept responsibilities for his own staff and actions.			
2.4.27 The Contractor and/or its employees may not conduct, convene or attend meetings or gatherings with personnel, staff organisations, unions or any other third parties, on the premises of the ARC without the prior written consent from the ARC.			
2.4.28 The Contractor must at all times ensure sufficient staff is available to relieve absent personnel during their absenteeism.			
2.4.29 The Contractor must inform the ARC of any existing and/or pending recognition agreements with labour unions, and the names of shop stewards and officials representing the Contractor's personnel.			
2.4.30 The Contractor must at all times ensure compliance with all bargaining council agreements and or negotiated agreements with other labour organisations.			

2.5 SECURITY OFFICERS RESPONSIBILITIES/IDENTIFICATION			
2.5.1 Practice Access Control procedures in terms of the Control of Access to Public Premises and Vehicles Act (Act 53 of 1985).			
2.5.2 Security Officers shall be responsible for the protection of ARC property on the site, and the protection of the said property against theft, fire and vandalism.			
2.5.3 The protection of the ARC officials against any injuries, threat of any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act (Act 51 of 1977).			
2.5.4 Protect ARC information against any espionage and/or leakage to third parties.			
2.5.5 Controlling or reporting on the movement of persons or vehicles through checkpoints or gates.			
2.5.6 Conduct searches in terms of the Control of Access to Public Premises and Vehicle Act (Act 53 of 1985).			
2.5.7 Patrol the premises and all buildings of ARC, physically and electronically.			
2.5.8 Respond to emergency situations.			
2.5.9 Ensure that security registers are up to date and kept legible and neat at all times.			
2.5.10 Escort employees, visitors, contractors where necessary.			
2.5.11 Security Officers are prohibited to bring to work any facilities other than those required for execution of their duties.			
2.5.12 Security Officers shall report on duty on time as requested by the ARC.			
2.5.13 Security Officers found contravening any rule/procedure or found guilty of any offence/misconduct stipulated in this agreement shall be removed from site immediately.			
2.5.14 Security Officers should avoid any conflicts with the staff members or members of the public.			
2.5.15 Security Officers shall report any lost and found articles and goods to supervisors.			
2.5.16 Security Officers who are under the influence of any intoxicated substance should not be allowed on site.			
2.5.17 Act as an emergency officer during emergency situation until the arrival of ARC staff members and emergency services.			
2.6 CODE OF ETHICS AND RESTRICTIONS OF SECURITY PERSONNEL			
2.6.1 All security officials must ensure compliance to the Code of Conduct for Security Service Providers, 2003 as amended.			

Company profile (must be accompanied by a detailed Health and Safety File with all medical records/Fitness records for all Security Personnel to be stationed at OVR)

3. EVALUATION CRITERIA

Criteria linked to numeric values

- The table below will be applied in order to evaluate each bid.
- Criteria to be considered in evaluating the bid – 90/10 in terms of the Preferential Procurement Policy Framework Act is applicable

Phase 1 - Technical Evaluation:

NB: Only bidders who obtain at least **60% (48 points)** under technical evaluation will be considered for further evaluation. Only bidders who obtain at least **50%** under infrastructure will be considered for further evaluation. A compulsory site inspection will be conducted at the regional offices which will be able to service the local ARC sites.

CRITERIA	WEIGHT
Company Experience in conducting similar project/service (Provide at least three reference letters)	40
Competent staff for the project	15 (Security Officers)
	5 (Supervisor)
Qualifications	15 (Security Officers)
	5 (Supervisor)

Phase 2 – Infrastructure of the service provider: 20 points

CRITERIA	WEIGHT
24 hour functional control room	5
Two-way base radio that is able to communicate with all the client sites. Telephone landline and the fax.	5
Fire arm storage facility which complies with fire arm control act.	5
Patrol vehicles	5

Phase 3 - Price and Specific Goals:

CRITERIA	WEIGHT
Project cost/Price	80
BBBEE	20

NB: Suppliers are not allowed to quote their prices lower than the PSIRA contract pricing structure. Failure to adhere to this condition will lead to disqualification.

1. Experience	ARC Score	SCM	Evaluation
1 point: 0-2 years security services	1=		Poor
2 points: 3-5 years security services	2=		Acceptable
3 points: 6-8 years security services	3=		Good
4 points: 9-10 years security services and geographic footprint in most province	4=		Very good
5 points: More than 10 years security services and geographic footprint in most provinces	5=		Excellent

2. Competent staff and Supervisors	ARC Score	SCM	Evaluation
1 point: 0-2 years security services experience for staff members and supervisor	1=		Poor
2 points: 3-5 years security services experience for staff members and supervisors	2=		Acceptable
3 points: 6-8 years security services experience for staff members and supervisors	3=		Good
4 points: 9-10 years security services experience for staff members and supervisors	4=		Very good
5 points: More than 10 years security services experience for staff members and supervisor.	5=		Excellent

3. Qualifications of the personnel	ARC Score	SCM	Evaluation
1 point: no qualifications at all.	1=		Poor
2 points: grade A-E qualifications.	2=		Acceptable
3 points: matric and grade A-C qualifications.	3=		Good
4 points: matric, security diploma and grade A-E qualifications.	4=		Very good
5 points: matric, security diploma, post-graduate qualifications and grade A-E qualifications.	5=		Excellent

4. 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 USB of the functionality and A USB of the financial proposal should also be submitted. Tenderer's name and tender number to: **The Agricultural Research Council, ATTENTION: The Senior**

Supply Chain Manager, ARC 1134 Park Street PRETORIA, by no later than 11:00 (eleven o'clock) on 28 February 2022.

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.

5. 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.

6. 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.

7. 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 150 (one hundred and fifty) days from the date on which they are returnable in terms of this Tender.

8. PRICES

Tenderers shall indicate the basis on which the services will be charged. In this regard the following information shall be provided:

- Where a Tenderer 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 tenderer shall reflect service discounts that they will offer throughout the contract duration.
- Tenderers submissions must reflect the detailed breakdown of the tender price as per the costing structure or bill of quantities
- Prices must include VAT, if it is applicable and all other costs related to the execution of the required services.
- The tenderer agrees not to change the price with VAT or any other Tax subsequent to submitting the tender. This includes subsequent VAT registration.
- All prices quoted are to be in SA Rand and inclusive of Value Added Tax (VAT).
- No change in the prices submitted shall be considered after receipt of response to the Tender submission within the validity period of the tender.
- Bidders shall ensure that the bid price is for the duration of the project, **including escalations.**

9. 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

10. 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.

11. APPROACH AND METHODOLOGY

Bidders should propose a comprehensive approach and methodology regarding the security guarding services. **Bidders should also indicate proactive good will services expected to be provided to ARC.**

12. TRACK RECORD

Bidders shall provide a list of companies for which similar services have been rendered/ provided for (attach at least five reference letters)

13. BROADBASED BLACK ECONOMIC EMPOWERMENT (BBBEE)

In terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2017, the 80/ 20 principle shall be applicable to this bid and points shall be allocated as indicated under functionality. Sound evidence for points claimed must be attached so that points can be allocated.

BBBEE status level points will be awarded to service providers who will submit certified copy of BBBEE certificates or original BBBEE certificates from SANAS accredited agencies and IRBA registered auditors or BBBEE letters from an auditor or accountant.

Joint Ventures / Consortium / Partnerships must submit a BBBEE document as indicated above for that particular entity e.g JV or Consortium otherwise no BBBEE points shall be awarded.

No BBBEE points shall be awarded to a tenderer who fails to comply with the above.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. PERIOD OF VALIDITY

Proposals shall remain valid for one hundred and eighty (180) 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.

20. 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.

21. 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.

22. PAYMENT

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

23. DUE DILIGENCE EXERCISE

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

24. 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.

25. 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.

26. 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.

27. 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.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (AGRICULTURAL RESEARCH COUNCIL)					
BID NUMBER:	ARC/31/01/2022	CLOSING DATE:	28 FEBRUARY 2022	CLOSING TIME:	11:00
DESCRIPTION	SECURITY GUARDING SERVICES FOR OVR CAMPUS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
1134 PARK STREET, HATFIELD, PRETORIA (NEXT TO GAUTRAIN STATION)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR. MUSA ZONDO		CONTACT PERSON		
TELEPHONE NUMBER	012 427-9733		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	ZONDOMP@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					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					



<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
--	--	---	---

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

☐ YES ☐ NO

☐ YES ☐ NO

☐ YES ☐ NO

☐ YES ☐ NO

☐ YES ☐ NO



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 E-FILING 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: Mr Musa Zondo

Tel: (012) 427 9733

E-mail address: zondomp@arc.agric.za/scmrequests@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.



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.



PRICING SCHEDULE
(Professional Services)

SBD 3.3

NAME OF BIDDER: BID NO.: **ARC/31/01/2022**

CLOSING TIME **11:00** CLOSING DATE: **28 FEBRUARY 2022**

OFFER TO BE VALID FOR 180 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 – CENTRAL OFFICE

Department: Supply Chain Management

Contact Person: Mr Musa Zondo

Tel: (012) 427 9733

E-mail address: zondomp@arc.agric.za/scmrequests@arc.agric.za



DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:
.....

2.2 Identity Number:
.....

2.3 Position occupied in the Company (director, trustee, shareholder²):
.....

2.4 Company Registration Number:
.....

2.5 Tax Reference Number:
.....

2.6 VAT Registration Number:
.....



2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bid presently employed by the state?

YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed :

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document?

YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....



.....

2.8. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

2.9. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.9.1 If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder, **YES/NO**

aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

.....

2.11. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

.....

3. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Number / Employee Peral Number



4 DECLARATION

I, _____ THE _____ UNDERSIGNED
(NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN
TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT
SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



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:



PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	



Total points for Price and B-BBEE must not exceed

100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
B-BBEE Status level certificate issued by an authorized body or person;
A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;



3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0



5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		



Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name _____ of
company/firm:.....

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in
business:.....



8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram*

rule has been applied; and
prosecution

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....



DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. The ARC tender document must form part of all tenders invited.
2. It serves as a declaration to be used by the ARC in ensuring that when goods and service are being procured; all reasonable steps are taken to combat abuse of the supply chain management system.
3. The tender of any tenderer may be rejected if that tenderer, or any of its directors have:
 - a) Abused the ARC's supply chain management system or committed any improper conduct in relation to such system;
 - b) Been convicted for fraud or corruption during the past five years;
 - c) Wilfully neglected, reneged on or failed to comply with any government, ARC or other public sector contract during the past five years; or
 - d) Been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004).
4. In order to give effect to the above, this form must be completed in full and signed. Failure to comply will result in the tender being disqualified. The following questionnaire must be completed and submitted with the tender:



ITEM	QUESTION	RESPONSE	
4.1	<p>Is the tenderer or any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector?</p> <p>(Companies for persons who are listed on this database were informed of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)</p>	Yes	No
	If so, furnish particulars:		
4.2	<p>Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)?</p> <p>(To access this Register enter the National Treasury's website, www.treasury.gov.za click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012 326-5445)</p>	Yes	No
	If so, furnish particulars:		
4.3	<p>Was the tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Arica) for fraud or corruption during the past five years?</p>	Yes	No
	If so, furnish particulars:		



ITEM	QUESTION	RESPONSE	
4.4	Was any contract between the tenderer and the ARC or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
	If so, furnish particulars:		
4.5	Was the tenderer or any of its directors employed in the service of the state in the past twenty-four months?	Yes	No
	If so, furnish particulars:		

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person Authorised to sign Tender:

FULL NAME: (BLOCK LETTERS)

.....

SIGNATURE:

DATE:

DESIGNATION:



INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

.....
..... (Bid Number and Description)

in response to the invitation for the bid made by:

.....
(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf
of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

10. 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 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.



The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person Authorised to sign Tender:

FULL NAME: (BLOCK LETTERS)

.....

SIGNATURE:

.....

DATE:

.....

DESIGNATION:

.....





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 Is 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 relive 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 right is reserves to procure outside of the contract small quantities or to have minor essential services executed is 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 entitles 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 first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 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 anti-dumping 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 foreigner 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 Of a bidder(s) or contractor(s), based in 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 Is 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.

