



**AGRICULTURAL RESEARCH COUNCIL**

**REQUESTS TO TENDER FOR: RE-ADVERTISEMENT**

**TENDER NO: ARC/65/01/2026-1**

**THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE TAD ROOF BUILDINGS EXTERNAL REPAIRS, WATERPROOFING AND PAINTING.  
CIDB GRADING: 4SN or Higher OR 4GB or Higher**

Closing Date: **06 May 2026**  
TIME: **11:00 am**

**Bidder's Name:**.....

**CSD number:** .....

COMPANY NAME	SUPPLIER REGISTRATION NUMBER	UNIQUE REGISTRATION NUMBER	
			<b>Main Contractor</b>
			<b>Sub- contractor / Joint Venture 1</b>
			<b>Sub-Contractor / Joint Venture 2</b>

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



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## 1. NOTICE AND INVITATION

The Agricultural Research Council invites suitably qualified and experienced service providers to submit bid proposals for the TAD Roof Buildings External Repairs, Waterproofing and Painting.

*All bidders shortlisted for responsive offers will be subjected to a diligence vetting process.*

### 1.1 TENDER DOCUMENT RELATED QUERIES: PROCUREMENT DEPARTMENT

Any tender documentation-related enquiries arising from this request must be forwarded to both:

<b>Ms Fisokuhle Dlamini</b> PURCO SA Procurement Officer E-mail: <a href="mailto:Fisokuhle.Dlamini@purcosa.co.za">Fisokuhle.Dlamini@purcosa.co.za</a>	<b>Ms Emmy Galane</b> ARC Supply Chain Management E-mail: <a href="mailto:GalaneM@arc.agric.za">GalaneM@arc.agric.za</a>
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Technical-related enquiries will be addressed via the PURCO SA website at [www.purcosa.co.za](http://www.purcosa.co.za), under ARC/65/01/2026-1. Only Bidders who have purchased the bid document will receive all tender-related enquiries accordingly. No other form of correspondence of a technical nature will be accepted.

<b>Tender number</b>	ARC/65/01/2026-1
<b>Date issued</b>	14 April 2026
<b>Tender closing date</b>	<b>Date: 06 May 2026 at 11:00</b> <b>Tender Submission will be Electronic on</b> <a href="https://purcosa.co.za/online-tender-submissions-guide">https://purcosa.co.za/online-tender-submissions-guide</a>
<b>Compulsory Online Information Session</b>	There is no compulsory information session, bidders are allowed to come visit site but they are requested to complete the ARC visitor's form and submit it to Ms. Emmy Galane in order to gain access at least 48 hours before visiting the site.

<b>Bidder Name</b>		
<b>Address</b>		
<b>Contact person</b>	Mr/Mrs/Ms/Dr/Prof.	
<b>Contact numbers</b>	(w)	(cell)
<b>Email address</b>		

## 1.2 PROCUREMENT STRATEGY

The ARC reserves the right to award or not to award this bid, to split the tender, accept any tender or any part of a tender, and any decision by the ARC regarding the award of the tender shall be final. Bidders should be cognisant of the legislation and/or standards specifically applicable to the services.

## 1.3 PHYSICAL COMPULSORY INFORMATION SESSION:

There is no compulsory information session, bidders are allowed to come visit site but they are requested to complete the ARC visitor's form and submit it to Ms. Emmy Galane in order to gain access at least 48 hours before visiting the site.

The successful service provider will be required to render services for roof and building external repairs, waterproofing, and painting works for TAD facilities across the Agricultural Research Council's campuses, farm sites, and colleges, as and when required.

### NOTE:

- Participants are requested to ensure that the person who would be authorised to complete the bid documents also attend the Information session;
- It is the responsibility of the bidder to attend the compulsory information session and/or site briefing. It is furthermore upon the bidder, when registered, to be in attendance at the briefing session at the specific time indicated by the Institution. The ARC shall not be held responsible for late attendance at such briefings, including as a reason for the lack of proper completion of tender documents.

## 1.4 CLOSING DATE AND TIME FOR ELECTRONIC SUBMISSION OF TENDER DOCUMENTS:

The closing date and time for receipt of tender is on the **06 May 2026 at 11:00 am**.

*NOTE: No physical, email or fax delivery of documents will be accepted.*

**NO DRAFT SUBMISSIONS WILL BE ACCEPTED; ONLY FINAL SUBMISSIONS WILL BE EVALUATED.**

## 1.5 PURCHASING OF TENDER DOCUMENTS

Tender documents can be purchased at a non-refundable fee of R 1,150.00 (VAT included) on the PURCO SA website and will be available from the **14 April 2026**.

### HOW TO SUBMIT YOUR TENDER DOCUMENTS:

- To submit your tender bid, log in to the <https://purcosa.co.za/> website using the username and password of the person who purchased the tender document.
- Go to <https://purcosa.co.za/my-tenders> to view your purchased tenders. Click on the 'Submit bid' link to submit your bid documents.
- You can also reach this page via the 'My purchased tenders' link on your Supplier Hub or in the dropdown menu under your username.
- For detailed information on how to prepare and upload your tender files, view the Online Tender Submissions Guide at <https://purcosa.co.za/online-tender-submissions-guide> The Guide includes information about tender security and integrity.

- We strongly recommend that you:
  - Open and review the tender submission page before the deadline day so that you fully understand what is required.
  - Submit your tender files early to avoid last-minute problems and to allow yourself the opportunity to resubmit if you experience any issues. This is particularly important if your tender files are large and you are on a slow connection.
- Neither late submissions nor physical delivery of documents shall be accepted.

## **2. NOTES TO RESPONDENTS**

### **2.1. PURCO SA**

#### **2.1.1 SERVICE FEE**

The supplier hereby agrees to provide for a 2% service fee calculated on the total value of each invoice issued by the supplier for or otherwise relating to supply of goods and/ or performance of the services to the Member (including any/all additional/ ad hoc goods supplied, or services rendered), payable to PURCO SA on submission of the relevant invoice from the supplier to the Member.

In the event that the supplier is requested to supply any goods or services to the Member related in any way to this contract, it is deemed that such services will be regarded as ad-hoc and/or additional services to the contract. Therefore, the supplier is liable to pay the service fee.

The PURCO SA Membership may procure through this agreement or in their individual capacity in accordance with their respective procurement policies, e.g. procuring through this contract directly and/or procuring through an RFP or an RFQ using the appointed panel of the supplier under this contract. The Supplier agrees to report and pay the service fee on all goods and services supplied to the PURCO SA Membership, irrespective of the appointment either by the Member or by PURCO SA.

The suppliers are required to send a copy of the monthly invoice, statement, and spend report, where applicable, to both PURCO SA and the Member. PURCO SA shall thereafter invoice and collect the service fee from the supplier based on the total invoice value, which is payable to PURCO SA within 30 days of the date of the statement. Failure to pay the service fee will be in breach of this agreement and may result in the termination of this agreement. The supplier will be liable for interest on all overdue accounts exceeding 30 days at a rate of 2% per month.

#### **2.1.2 MONTHLY SALES REPORT**

The Bidder shall submit a written report on each individual purchase order received from the Members to PURCO SA by the 10th working day of each month of the contract period. The total sales (meaning total invoice value relating to the supply of goods and services including any ad hoc supply of goods and/ or services or otherwise (whether contracted or non-contracted) supplied to the Member for the month shall be recorded into the monthly sales report. Any discrepancies between the Bidders' monthly report and the Members' monthly report for the supply of goods within the scope of this Agreement shall be brought to the attention of the Bidder. The Bidder shall, within seven (7) working days investigate the variance and report in writing to PURCO SA the reasons thereof. Should the Bidder have under-reported, the Bidder should be required to retrospectively update the monthly sales report accordingly. PURCO SA shall use the updated sales report for the purposes of invoicing the service fee.

### **2.1.3 RIGHT TO OFFSET**

The supplier acknowledges and agrees to provide consent to the Membership to withhold and offset any outstanding amounts owed under this agreement. In the event that the supplier fails to fulfil its payment obligations to PURCO SA under this agreement and incurs an outstanding balance, the Membership reserves the right to offset any such amounts owed by the supplier against any outstanding amounts that

the Membership owes to the supplier under this agreement or any other related agreements. The supplier hereby consents to such offset and acknowledges that the Membership may withhold and apply the owed amounts towards the outstanding balance without further notice or consent. The offset shall be carried out in a reasonable and fair manner, and any remaining balance, if applicable, shall continue to be owed by the supplier.

Bidders are required to be in good financial standing, meaning they must not have any negative credit listings. In addition, bidders must be in good legal standing, with no current or pending legal actions or disputes involving PURCO SA or any of its Members. Furthermore, in the event of any dispute or differing interpretation between the Bid Document, the Letter of Award, and the Lease Agreement, the Bid Document shall take precedence over all other documents.

### **2.2 ESSENTIAL CRITERIA**

Bidders are not allowed to remove any page from the original tender document as issued. Bidders are required to ensure that the completed document with all attachments is submitted on or before the closing date of the tender. Bid offer to be submitted on the official company letterhead, and detailed costing must be stipulated. All pricing shall be in South African Rand (ZAR). No price adjustments will be allowed after the closure of the tender.

### **2.3 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.**

### **2.4 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 the 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.

## **2.5 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.

## **2.6 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.

## **2.7 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.

## **2.8 SUB-CONTRACTING/ JOINT VENTURE BUSINESS**

In case of Joint Ventures / Consortium, all documentation must be signed as per the proxy on the JV / Consortium agreement. All compulsory requirements must be submitted by all JV/ consortium partners.

In a case where a tenderer is intending to sub-contract portion of work, such tenderer awarded a contract may only enter into sub-contracting arrangements with the approval of the department In relation to a designated sector, a contractor will not be allowed to subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

The contractor is not allowed to sub-contract more than 25% of the contract value after award to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

## **2.9 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.

## **2.10 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.

## **2.11 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.

## **2.12 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.

## **2.13 PERIOD OF VALIDITY**

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

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

## **2.14 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.

## **2.15 PROPOSAL AWARDING**

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

## **2.16 DUE DILIGENCE EXERCISE**

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

## **2.17 LEGISLATIVE FRAMEWORK OF THE BID**

### **Tax Legislation**

1. Bidder must at all times attempt to be compliant when submitting a proposal to ARC and remain Compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
2. Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but a person may also choose to register voluntarily, provided that the minimum threshold of R500 000 has been exceeded in the past 12-month period.
3. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of the award of the bid.
4. SARS Tax Status Pin requirements/ or Central Supplier Database (CSD) number, or report must be provided.

## **2.18 PRICE AND COST STRUCTURE**

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 a response to the tender submission. The bidder must provide the breakdown and total price for the items given in the tender specification.

## **2.19 PAYMENT**

ARC undertakes to pay out in full or as per deliverables within thirty (30) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in special conditions. No payment will be made where there is outstanding information/ work not submitted by the Service Provider/s until that outstanding information is submitted.

## **2.20 CANCELLATION OF THE BID**

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

## **2.21 SITE INSPECTION**

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

## **2.22 PRIVACY AND PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013**

Protecting personal information is important to the Agricultural Research Council and the environment. To do so, the ARC follows general principles in accordance with applicable privacy Laws and the Protection of Personal Information Act 4 of 2013 (POPIA).

**2.22.1** The ARC's role as the responsible party is, amongst others, to process personal information for the intended purpose for which it was obtained and in line with legal agreements with its respective/ prospective services providers and third parties.

**2.22.2** The ARC will process personal information only with the knowledge and authorization of the Bidder/respondent and will test personal information which comes to its knowledge as Confidential and will not disclose it, unless so required by law or subject to the exception contained in the POPIA.

**2.22.3** The ARC reserves all the rights afforded to it by the POPIA in the processing of any of its Information as contained in this bid, and the bidder/responder with all Prescripts as detailed in the POPIA relating to all information concerning the ARC.

**2.22.4** In responding to this bid, the ARC acknowledges that it will obtain and have access to personal information of the bidder/respondent. The ARC agrees that it shall only process the information disclosed by the bidder/respondent in their response to this bid for the purpose of evaluation and subsequent award of the tender and in accordance with any applicable law.

### **3. INTRODUCTION**

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.

#### **3.1 BACKGROUND**

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. The ARC oversees its operations, 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 repairs, waterproofing and painting of the metal roof sheets as stipulated into the specifications document.

TAD is over forty-five years old, and the metal roof sheets have gradually degraded and rusted **over the building's existence period. Rainwater sips through at the sheets joints** into the buildings and drips down the walls thus become an electrical shock hazard and danger to all electrical gadgets and likely electrocution.

Part of the roof sheets degrading has allowed rust to develop along the entire roof areas because of corrosion over the long life cycle of the building.

**3.2 ARC - OVR - TECHNICAL SPECIFICATION: TAD ROOF BUILDINGS EXTERNAL REPAIRS, WATERPROOFING AND PAINTING**

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**2. PART TWO**

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## PART ONE

### 1. GENERAL CONDITIONS

A professional service provider in the construction industry is required in ARC - OVR for the external renovation (Roof and Gutters) of TAD buildings.

#### 1.1 SITE INSPECTIONS

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

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

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

Bidders will be allowed time to measure and confirm the measurements provided on the BOQ.

#### 1.2 GUARANTEES

The service provider shall guarantee the installation, workmanship and materials being used under this building project for a period of six (6) months and for the mechanical equipment, installations and workmanship for twelve months. The guarantee will commence on the date of receipt of the total and complete installation.

#### 1.3 OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AS AMENDED

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

#### 1.4 USE OF WATER AND ELECTRICITY

##### A. WATER

The service provider should note that one of the following sub clauses shall apply to this project:

a) On serviced sites, the service provider may use water free of charge, subject to the following:

1. All the necessary temporary plumbing, connections, etc. shall be done by the service provider at his/her own expense and removed on completion. The site shall be left in the same condition as it was when originally handed over to him/her.

2. Before submitting his quotation, the service provider shall acquaint himself/herself with the extent and availability of the water supply on the site. If the existing supply is found insufficient, the service provider will, at his/her own expense, supplement any shortage.
3. Water supplied free of charge to the service provider, shall only be used for execution of the work and under no circumstances for any other of the work for any other purpose. Strict precautions shall be maintained at all times to prevent any waste.
4. The Institute shall at all times be given preference with regard to the water supply, and the service provider shall be held responsible for the unimpeded supply to existing buildings.
5. No monetary claim and/or claim in respect of the prolongation of time shall be conceded if the water supply does not at all times meet the service provider's requirements.

**B. LIGHT AND POWER**

Service provider must note that one or more of the following sub clauses shall apply to the project:

(a) On serviced sites, the service provider may use the electricity free of charge, subject to the following:

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

## **1.5 UNAUTHORISED PERSONS**

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

## **1.6 DISTURBANCE**

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

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

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

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

### **NOTE:**

After the issuing of the order, it shall be the service provider's duty to arrange for an inspection of the buildings, etc. and the adjacent sites in the presence of the Institute's representative to identify any defects, such as cracks, etc., in buildings, rainwater canals, kerb stones, etc., that may possibly be damaged during execution of this project.

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

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

## **1.7 SITE MEETINGS AND PROCEDURES**

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

## **1.8 PROGRESS SCHEDULE**

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

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

### **1.9 ALTERATIONS AND OLD MATERIAL**

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

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

### **1.10 TEMPORARY USE OF MATERIAL**

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

### **1.11 RUBBLE**

The service provider shall make provision for the clearing of rubble from the work and, on completion, the cleaning of all machine rooms and the scrubbing of all floors and paving and shall leave the site in a clean and perfect condition for immediate use and occupation. Care should be taken not to use any cleaning agents or materials that could damage the surfaces being cleaned. Rubble is to be disposed of by the service provider; an ARC official or representative should provide approval prior to disposal.

### **1.12 IMPLEMENTS, ETC.**

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

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

### **1.13 LOSS**

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

### **1.14 PROTECTION OF BUILDINGS**

The service provider shall make provision for the protection of the work against bad weather and frost, as well as for temporary screens, canvas, dust sheets, gutters, outlet pipes, drainage ditches, storm water canals, etc. and for the baling out or pumping of water where necessary to keep all parts of the building free of water.

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

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

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

#### **1.15 INJURY TO PERSONS**

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

#### **1.16 QUALITY OF PAINT**

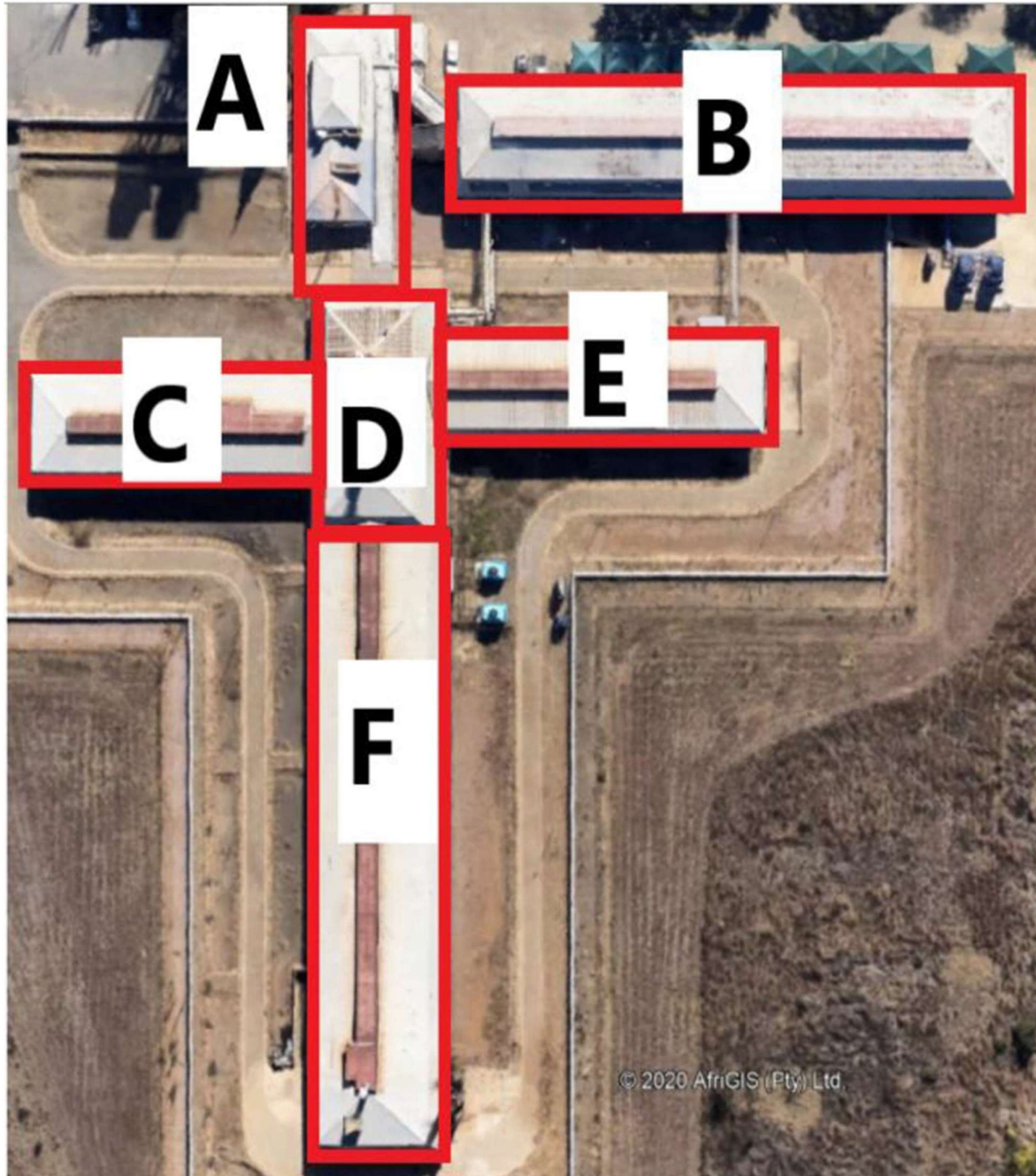
Paints used must be of at least the industrial standard as prescribed by the relevant SANS specifications and must be approved by the representative, while empty containers must be disposed of according to the Safety legislation. Institute (ARC-OVI) corporate colours must be used by the service provider as described in the technical specification.

PART TWO

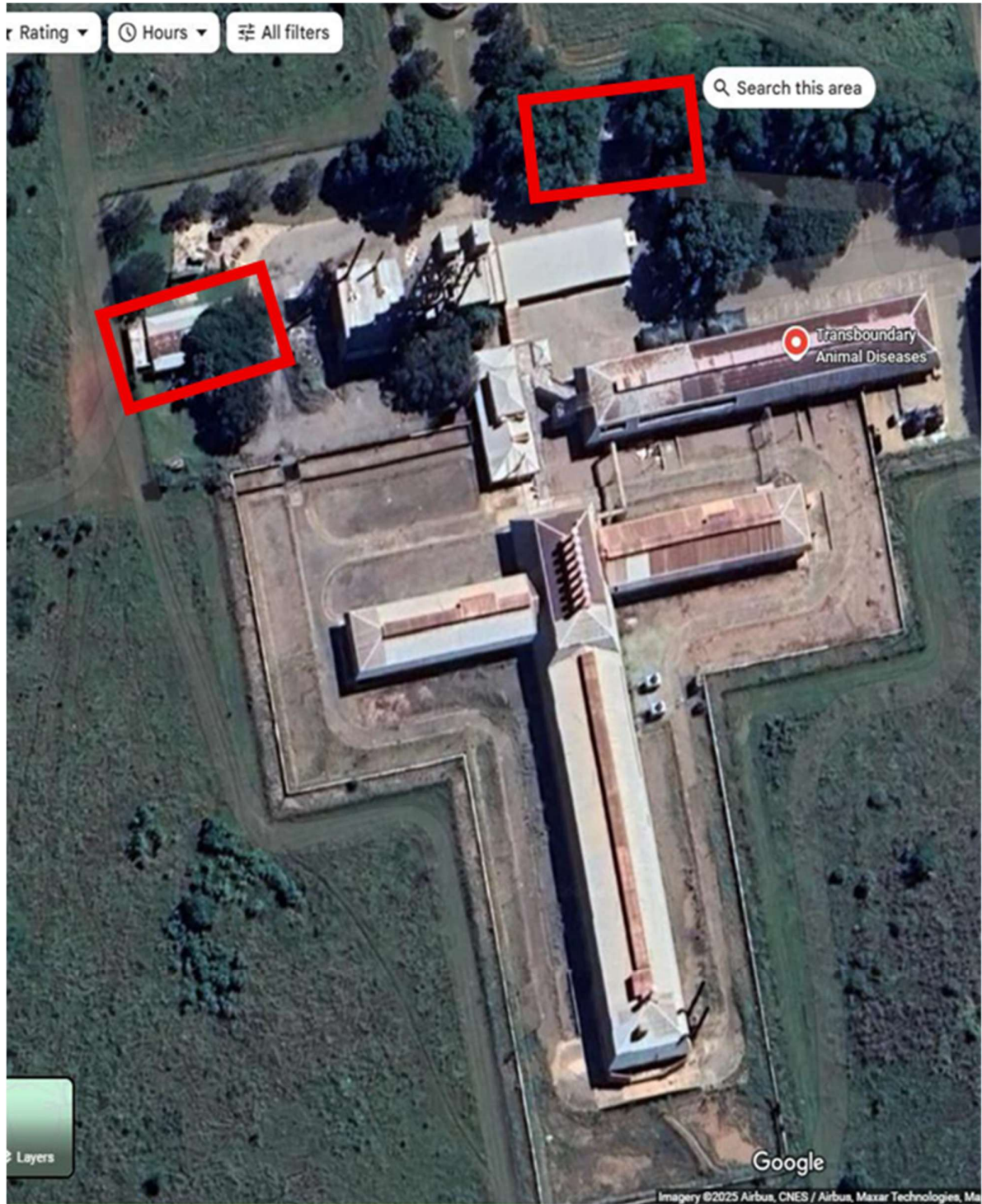
2. TECHNICAL SPECIFICATION

2.1 ILLUSTRATIONS

a. ILLUSTRATION 1



b. ILLUSTRATION 2



**SCOPE OF WORK:**

**Summary of works to be done**

- First Illustration with alphabet labels (page 9) covers all building sections with alphabet labels in the scope of work.
- Wooden planks for securing to be removed in all the alphabet-labelled sections must be oil-treated and secured back into position.
- All the nets are to be replaced with new nets to block flies or bees into the ventilation space.
- Between Blocks A & B, the old concrete paving attachment must be removed and prepared for new installation. Measurements are outlined in the attached document (BOQ).
- Parking area - installation of industrial galvanised gutters and downpipes, measurements are on the attached document (BOQ).
- Back covered tractor parking removal and replacement of four (4) industrial galvanised gutters and four (4) downpipes.
- LT, generator and transformers, concrete paving, old attachment removal, preparation and installation of new rubber membrane, measurements are on the attached document (BOQ).
- Building A, remove and install new gutters and downpipes (not included in the aerial photo provided).
- New administration (admin) building, remove and install as listed in the BOQ
- Main Laboratory buildings.
- Stores building next to the new admin building, remove and install as listed in the BOQ.
- **ALL SIZES ARE ON MEASUREMENTS DOCUMENTS AND BOQS AS WELL AS THE BOQ. REFER TO THE SCOPE ATTACHMENT IN THE TENDER PACK.**

<b>Recommended methods may be applied:</b>
1. Remove rust
2. Apply anti-rust primer
3. Ensure that all bolts and washers are secured
4. Apply metal roof coat paint after primer
5. Apply final antique green waterproofing paint (Similar to new Admin Building)
6. All gutters should be replaced with galvanised industrial gutters
7. All downpipes should be replaced
8. Gutter side heights to be similar to the existing/current size (galvanised industrial type)
9. Ensure all wooden planks and nets are secured
10. All nets replaced and secured
11. All wooden planks are oil-treated prior to installation.

**Main Laboratory Buildings First Aerial Photo (Illustration 1) With Alphabet labels Block A to F:**

- All the nets are to be replaced with new nets to block flies or bees from coming into the ventilation space.
- Old nets to be taken off.
- New nets, same size as existing, with identical hole sizes to be installed.

## **Block A and B**

In addition to the general scope for blocks A to F, the section between blocks A and B requires additional work to be done:

- Removal of all existing water protection in all areas
- Sealing of all concrete cracks (visible only after removal)
- Preparation and installation of new materials in all areas
- Areas to be covered in block A and B (Tissue Culture, Reception, Overheard Passageway to Showers, Stairway, Distil Plant and the Incinerator Room).

## **Block F**

In addition to the general scope for blocks A to F, block F requires additional work to be done:

- Remove damaged roof sheets
- Remove damaged wooden trusses
- Remove wooden supporting beams

## **Main Laboratory Buildings First Aerial Photo (Illustration 1) With Alphabet labels Block A to F:**

- Between blocks A & B, the concrete paving's old waterproof attachment must be removed, prepared for new installation, and measurements are on the attached document (BOQ).
- Remove old waterproofing sheets.
- Seal all visible cracks within the concrete slabs.
- Apply new waterproofing sheets of rubber membrane
- Ensure sealing lengths and widths cover any future water leaks.
- Submit the lifespan of the new installation estimates.

## **Parking Area in The Aerial Photo (Illustration 2) Without Alphabet Labelling (page 9)**

- The parking area only has gutters in the north and south parking areas.
- Parking areas, installation of galvanised industrial gutters and downpipes, and measurements are on the attached document (BOQ).
- Install new gutters and downpipes on the south side as detailed in the BOQ for the main parking.
- Extend the trusses as detailed in the BOQ and visible on site.
- Install a new wooden crossbeam for the entire north side.
- Install new gutters and downpipes for the north side.

## **Back Covered Tractor Parking:**

- The parking area only has gutters in the north and south parking areas.
- Remove all old gutters, support clamps and downpipes.
- Replace all gutters along the building's perimeter roof, measurements are on the attached document (BOQ). Replace all downpipes.
- Clean roof and apply anti-rust first coat, measurements are on the attached document (BOQ).
- Apply anti-rust protection coat, measurements are on the attached document (BOQ).
- First paint coat, measurements are on the attached document (BOQ).
- Antique green final coat, measurements are on the attached document (BOQ).

## **Main Laboratory Buildings First Aerial Photo (Illustration 1) With Alphabet Labels A to F:**

- First Illustration with alphabet labels (page 9) covers all building sections with alphabet labels.
- Details are on the Specifications point (3) below from 3.1 to 3.4, pages 15 to 16.

### **Main Laboratory Buildings First Aerial Photo (Illustration 1) With Alphabet Labels A to F:**

- Wooden planks for securing to be removed in all alphabet-labelled sections must be oil-treated and secured back into position.
- Remove all wooden planks, sandpaper to clean and absorb the new oil treatment.
- Fit back into position after replacing the net with new nets.
- Replace damaged ones as guided in the BOQ.

### **LT, Generator and Transformer Rooms as Seen in the Photo (Illustration 2) Without Alphabet Labelling (page 9)**

- LT, generator and transformers, concrete paving, old attachment removal, preparing and installation of new rubber membrane, measurements are on the attached document (BOQ).
- Remove existing gutters and downpipes.
- Remove the waterproofing material over the LT and Generator room.
- Inspect the concrete for cracks and seal accordingly.
- Apply new waterproofing sheets.
- Ensure sealing lengths and widths cover any future water leaks.
- Submit the lifespan of the new installation estimates
- Install new gutters and downpipes for both areas and paint accordingly.

### **Building A:**

- Remove all old gutters, support clamps and downpipes.
- Replace all gutters along the building's perimeter roof; measurements are on the attached document (BOQ).
- Replace all downpipes.
- Clean the roof and apply the anti-rust first coat; measurements are on the attached document (BOQ).
- Apply an anti-rust protection coat; measurements are on the attached document (BOQ). Normal final roof paint, measurements are on the attached document (BOQ).
- Antique green final coat, measurements are on the attached document (BOQ).

### **New Administration (Admin) Building:**

- Remove all old wooden freight ceiling supports in the new admin building, under the roof canopy, measurements are on the attached document (BOQ).
- Install new wooden ceiling corner strips, measurements are on the attached document (BOQ).
- Paint white afterwards.

### **Stores Building Next to New Admin Building:**

- Remove all old outer perimeter ceiling in the stores building, under roof canopy, measurements are on the attached document (BOQ).
- Install new ceiling, measurements are on the attached document (BOQ).
- Paint white afterwards.
- Remove all old ceilings in the new admin building, under roof canopy, measurements are on the attached document (BOQ).
- Install new ceiling, measurements are on the attached document (BOQ). Paint white afterwards.
- Replace all freight supporting wooden structures for ceilings and fascia boards.

## 2.1 PRICE BREAKDOWN

- The ARC has the right to choose only the quotation as set out in the detailed specification document.

## 2.2 Contingency:

- An amount of 10% of the bidder's total submitted bid will be approved for variations and contingency.
- No variations or contingencies will be valid unless approved by the project manager in writing.
- The ARC has the right not to spend this contingency or only part of it.
- The 10% value must be clearly stated in the quotation as Contingency.

## 3. SPECIFICATIONS

### 3.1 Special conditions.

- Please note that the roof slope is very high and the roof is very high. No extra provision will be made for access to the roof. This must be included in the quotation depending on the approach by the bidder.
- This is a high-risk quarantine area. Strict regulations will be enforced during construction.

### 3.2 Cleaning of the roof

- Remove all rust on all roof sheets for waterproofing and painting.
- If using acid-related liquid rust remover, ensure that it does not eat away the existing roof sheet thickness.
- Acid neutraliser to be used thereafter to wash away any remaining acid residue.
- Ensure no acid residue remains.

### 3.3 Sealing of the roof

- Seal **ALL** screws, **ALL** overlaps & allow the ARC representative to inspect before continuation.
- Repair all loose waterproofing. Waterproof roof and valleys with sealer
- Repair with a high-strength polyester membrane similar to or equal to **abe** waterproofing system.
- Install/apply strictly according to manufacturer specifications/instructions

### 3.4 Painting of roof

- ARC to inspect and approve the cleaning and sealing of roof before commencing the paint process.
- Apply rust-proof liquid primer to prevent or prolong roof sheets' life cycle of all roof sheets.
- Paint must have a 10-year product guarantee
- Final paint must have waterproof roof paint
- Colour Antique Green.

## 2. REQUIREMENTS

### 2.1 COMPULSORY / MANDATORY REQUIREMENTS

- a) Bid offer to be submitted on the official company letterhead, and detailed costing must be stipulated. This is a fixed price tender. No price adjustments will be allowed after the closure of the tender
- b) There will be a compulsory site inspection/meeting. Failure to attend this meeting or inspection will lead to the bidder being automatically disqualified
- c) A twelve-week period has been allocated for the FULL completion of this project (or as stipulated during the site visit). This INCLUDES the snag list corrections and final sign-off of the project

- d) The Institute provides essential services; the work must be executed in such a manner that it will not have a negative impact on service delivery
- e) Any damages to the institute's equipment due to the negligence of the service provider will be repaired or replaced by the service provider at his/her own costs
- f) All the work done and the material used must comply with the requirement of Occupational Health and Safety Act, National building regulation, South African National Standard and any other relevant legislation
- g) The service provider is to ensure that all the work is completed within time schedule from the date the service provider received the order.
- h) Bidder shall be required to conduct weekly meetings or as agreed during the initial handover of the project after award. The bidder shall be responsible for providing updated project plans as per progress at each site meeting and report on any problems experienced. Should amendments be required, they will be discussed during the site meetings, and only on approval of the ARC, the bidder shall be allowed to proceed
- i) The bidder shall be responsible for ensuring a dust-free environment by making sure that equipment is covered properly to avoid dust
- j) The bidder shall be responsible for ensuring a dust-free environment by making sure that equipment is covered properly to avoid dust
- k) Sub-contracting will be allowed only for Scaffolding, pavement erections, new ceilings, concrete sheets and maintenance thereof. Written approval from an ARC official or representative must be provided for other forms of subcontracting
- l) The successful bidder shall submit, within ten (10) working days from award of the tender, the complete safety file for review by the ARC-OVR Occupational Health and Safety Officer. A valid current Certificate of Occupational Injuries and Diseases Act (COIDA) must be attached to the proposal
- m) The bidder shall be responsible for obtaining the necessary measurements for all work to be conducted as part of this document. ARC shall not be liable for any incorrect measurements obtained. Bidders are to ensure that measurements provided by ARC are correct, as no variations will be on the account of the ARC.
- n) Bidders shall include in the bid proposal a contingency of 10% of the bidder's offer amount that may only be used upon approval of the ARC. No variations or contingencies will be valid unless approved by the engineer in writing. The ARC reserves the right not to spend the contingency or only part of it. The 10% must clearly be stated as the contingency in the quotation
- o) The bidder and the staff shall be required to wear visible clothing and/or display the name of the company during project execution. The staff may not enter any other area on ARC-OVR during project execution
- p) All the work done, application and materials used must comply with the requirements of Occupational Health and Safety Act, National Building Regulation, South African National Standard or/and other relevant legislation within the RSA.

**N.B Failure to adhere to the above will result in the disqualification of the bid proposal.**

### 3. EVALUATION PROCESS

#### INTRODUCTION

To ensure that all respondents are afforded the opportunity to compete on an equal footing and also to enable ARC to evaluate the bids received on an equal basis, the bid evaluation process described below will be followed by ARC.

All bid proposals received will be evaluated in accordance with the following phases.

- **PHASE ONE (1):** Pre-Compliance
- **PHASE TWO (2):** Mandatory
- **PHASE THREE (3):** Functionality Criteria (100 points)
- **PHASE FOUR (4):** Price and specific goals

#### 3.1 PHASE ONE (1): PRE-COMPLIANCE

All submissions will be examined to determine compliance with procurement requirements and conditions. Incomplete submissions and respondents that do not meet the minimum requirements in terms of the submission of compulsory documentation, as per below, will be eliminated from further evaluation.

Description of Appendix	Requirement	Circle 'yes' if uploaded	
Master Bid Document	A duly authorised representative must initial each page, and the declaration signed in full	Yes	No
Tax Pin	An original and Tax Clearance Certificate with a valid Tax Pin	Yes	No
B-BBEE Certification	A valid B-BBEE certificate from a SANAS-accredited agency/Affidavit. Non-submission of a BEE certificate or an affidavit will not lead to disqualification at phase 1 of the evaluation. However, it will award a zero point at phase 4 when price and preference is scored	Yes	No
Registration National Treasury (CSD)	Provide a copy of the full report of registration on National Treasury Central Supplier Database	Yes	No
SCM - SBD 1 - Invitation to Bid	Completed and signed SCM - SBD 1 - Invitation to Bid	Yes	No
SCM - SBD 3.3 Firm Prices – Pricing Schedule	Completed and signed SCM Schedule - SBD 3.3 Firm Prices – Pricing	Yes	No
SCM - SBD 4 – Bidders' Disclosure	Completed and signed SCM - SBD 4 – Bidder's Disclosure	Yes	No
SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Completed and signed SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Yes	No

Joint Venture	Signed, dated Joint Venture Agreement – if applicable (to be signed by all parties, indicating the responsibilities of each partner and who the lead partner will be, and which partner is authorised to sign these documents).	Yes	No
Compensation For Occupational Injuries and Diseases COIDA	A valid Letter of Good Standing of compensation for occupational injuries and diseases (COIDA)	Yes	No

**NB. Only Bidders who indicate ‘YES’ and provide supporting documents for all the Pre-Compliance requirements will be considered for further evaluation.**

### 3.2 PHASE TWO (2): MANDATORY

Description of Appendix	Requirement	Circle ‘yes’ if uploaded	
CIDB Certificate	<b>4SN</b> or Higher class in Waterproofing of Basements <b>OR 4GB</b> or Higher for roofs and walls.	Yes	No
Company Profile	Upload Company Profile	Yes	No

**NB. Only Bidders who indicate ‘YES’ and provide supporting documents for all the Mandatory requirements will be considered for further evaluation.**

All bidders and proposals will be evaluated according to compliance with the specifications, functionality, B-BBEE level of contribution and price. Points will be allocated and weighted on the following criteria and procedure:

### 3.3 PHASE THREE (3): EVALUATION CRITERIA (100 POINTS)

No	Functionality criteria	Points allocated
4.3.1	<b><u>Project Team Experience</u></b> <b><u>Technical capability</u></b> The bidder shall include resumes of the project personnel and sub-contractors that will be assigned to this work and actually be working on the project for the duration.	<b>30</b>
	<b><u>Resources and support staff resources</u></b> Organisation structure, staffing and experience of the staff CVs	
	Points will be allocated to a tendered with a technical team, with at least 10 years combined experience in Waterproofing of basements, building roofs and walls = <b>30 Points</b> Project lead – 10 years Painting lead – 5 years	
	Points will be allocated to a tendered with a technical team, with at least 7 years combined experience in Waterproofing of basements, building roofs and walls = <b>24 Points</b>	

No	Functionality criteria	Points allocated
	Project lead – 8 years Painting lead – 4 years	
	Points will be allocated to a tenderer with a technical team, with at least 6 years combined experience in Waterproofing of basements, building roofs and walls = <b>18 Points</b> Project lead – 6 years Painting lead – 3 years	
	Points will be allocated to a tenderer with a technical team, with at least 5 years combined experience in Waterproofing of basements, building roofs and walls = <b>12 Points</b> Project lead – 5 years Painting lead – 2 years	
	Points will be allocated to a tenderer with a technical team, with up to 4 years combined experience in Waterproofing of basements, building roofs and walls = <b>6 Points</b> Project lead – less than 5 years Painting lead – below 2 years	
4.3.2	<p><b><u>Company experience / past performance</u></b></p> <p><b>Previous experience of the company.</b> List all Waterproofing and painting of basements, roofs and walls projects that the company did, stating the client, contact person name and contact info, scope of work, your company responsibilities for, rand value and date completion (suitable and signed reference letters will be accepted, no other form of reference i.e. Purchase orders, completion certificates are only for completion date confirmation and appointment letters etc. will be accepted).</p> <p><b>Provide a project list in addition to reference letters</b></p>	<b>40</b>
	Points will be allocated to a tenderer who has done 3 projects relevant to the Waterproofing of basements, building roofs and walls. The project value must be a minimum combined value of R1,500,000.00 <b>= 8 Points</b>	
	Points will be allocated to a tenderer who has done 4 projects relevant to the Waterproofing of basements, building roofs and walls. The project value must be a minimum combined value of R1,500,000.00 <b>= 16 Points</b>	
	Points will be allocated to a tenderer who has done 5 projects relevant to the Waterproofing of basements, building roofs and walls. The project value must be a minimum combined value of R1,500,000.00 <b>= 24 Points</b>	
	Points will be allocated to a tenderer who has done 6 projects relevant to the Waterproofing of basements, building roofs and walls. The project value must be a minimum combined value of R1,500,000.00 <b>= 32 Points</b>	

No	Functionality criteria	Points allocated
	Points will be allocated to a tenderer who has done at least 7 projects relevant to the Waterproofing of basements, building roofs and walls. The project value must be a minimum combined value of R1,500,000.00 = <b>40 Points</b>	
4.3.3	<p><b><u>Project Plan and Capability</u></b></p> <ul style="list-style-type: none"> <li>- Technical approach, methodology and work plan to complete the project within 3 calendar months.</li> <li>- Gantt Chart with critical path and resource loading</li> <li>- Waterproofing of basements, waterproofing and painting of roofs and walls, capacity and ability to conduct the work outlined in the specifications within the specified time</li> <li>- Risk management.</li> <li>- Quality management <ul style="list-style-type: none"> <li>• Monitoring, control and KPIs of the management of the contract (response time, number of non-conformances)</li> <li>• Standard Operating Procedures</li> <li>• Management of non-conformance and Management reports</li> <li>• Safety, good housekeeping and legal requirements</li> <li>• Contingency plan in the event of any industrial action by Service Provider employees and absenteeism</li> </ul> </li> </ul>	<b>30</b>
	Points to be allocated to a tenderer who has an elaborated project plan and capability that addresses all the requirements of the project as stated above, with supported evidence; and give the ARC value-added services (please state what service you can add to this project) = <b>30 Points</b>	
	Points to be allocated to a tenderer who has a project plan and capability that addresses all the requirements of the project as stated in this document = <b>24 Points</b>	
	Points to be allocated to a tenderer who has an elaborated project plan and capability without evidence = <b>18 Points</b>	
	Points to be allocated to a tenderer who has a partially detailed project plan and no detailed capability provided = <b>12 Points</b>	
	Points to be allocated to a tenderer who has no project plan and no detailed capability provided = <b>6 Points</b>	
	<b>TOTAL POINTS FOR FUNCTIONALITY</b>	<b>100</b>

**N.B:** The **minimum score to be achieved on functionality is 70%**. Bids that do not obtain the minimum score of 70% for functionality will be disqualified and not evaluated further on price and their B-BBEE level of contribution.

The **80/20 principle will apply** in terms of the Preferential Procurement Policy Framework Act 5 of 2000.

80 points will be allocated to price, and 20 points will be allocated to the B-BBEE as per the level of contribution.

The ARC shall evaluate bids that comply with the specifications as stipulated in this bid and reserves the right to exclude any proposal that does not meet the requirements

**4. PRICING GUIDE**

<b>SCOPE</b>
➤ First Illustration with alphabet labels (page 09), covers all the building sections with alphabet labels.
➤ The secure wooden planks to be removed in all alphabet-labelled areas must be oil-treated and secured back into position.
➤ All the nets are to be replaced with new nets to block flies or bees from coming into the ventilation space.
➤ Between buildings A & B, remove the concrete paving old attachment, prepare for new installation, measurements are on the attached document (BOQ).
➤ Parking area - installation of an industrial galvanised gutter and downpipes, measurements are on the attached document (BOQ).
➤ LT, generator and transformers, concrete paving, old attachment removal, preparing for new installation of rubber membrane, measurements are on the attached document (BOQ).
➤ Installations of new galvanised gutters and downpipes, measurements are on the attached document (BOQ).
➤ Block A.
➤ Back covered tractor parking.
➤ New administration (admin) building.
➤ Stores building next to new admin building.

**4.1 PHASE THREE (3): PRICE AND SPECIFIC GOALS**

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

In line with the Preferential Procurement Regulations 2022, a preference point system must be followed, where:

For contracts with a prescribed Rand value, a maximum of 20 points will be allocated for specific goals in this bid as follows:

The Preferential Procurement Regulations 2022 includes the implementation of RDP goals as one of the specific goals, therefore, over and above the awarding of preference points in favour of HDIs, the activities listed as contributors towards achieving the goals of the RDP (published in Government Gazette No. 16085 dated 23 November 1994) will also be applied.

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

**NB: The above Information will be verified through the CSD (Central Supplier Database) report. In order to claim points on the BEE Status level, please provide a valid certified copy of the B-BBEE Certificate or sworn affidavit.**

**4.2 PREFERENTIAL CRITERIA**

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

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

<b>Specific Goals</b>	<b>Percentage Ownership (%)</b>	<b>Points (20)</b>
51% owned by HDIs (people who had no franchise on national elections prior to 1994)	51%+	6
51% owned by Women	51%+	4
51% owned by Youth	51%+	4
51% owned by People with Disabilities	51%+	2
BEE status level: 1 – 4	Level 1-4	2
RDP goal	The promotion of enterprise located in South Africa	2
<b>TOTAL POINTS</b>		<b>20</b>

**NB: The above Information will be verified through CSD (Central Supplier database) report. In order to claim points on BEE Status level, please provide a valid certified copy of B-BBEE Certificate or sworn affidavit.**



SBD 1

**PART A  
INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE (AGRICULTURAL RESEARCH COUNCIL)**

BID NUMBER:	<b>ARC/65/01/2026-1</b>	CLOSING DATE:	<b>06 May 2026</b>	CLOSING TIME:	<b>11:00</b>
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**DESCRIPTION THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE TAD ROOF BUILDINGS EXTERNAL REPAIRS, WATERPROOFING AND PAINTING**

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**

CONTACT PERSON	<b>Fisokuhle Dlamini</b>	CONTACT PERSON	<b>Ms Emmy Galane</b>
TELEPHONE NUMBER	<b>011 545 0940</b>	TELEPHONE NUMBER	<b>012 529 9316</b>
E-MAIL ADDRESS	<a href="mailto:Fisokuhle.Dlamini@purcosa.co.za">Fisokuhle.Dlamini@purcosa.co.za</a>	E-MAIL ADDRESS	<a href="mailto:GalaneM@arc.agric.za">GalaneM@arc.agric.za</a>

**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:		<b>OR</b>	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 <b>THE GOODS /SERVICES /WORKS OFFERED?</b></p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  
 YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?  
 YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  
 YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  
 YES  NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  
 YES  NO

**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.**

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE SUBMITTED ELECTRONICALLY ON <https://purcosa.co.za/> . 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 TECHNICAL QUESTIONS AND BIDDING  
PROCEDURE MAY BE RESPECTIVELY DIRECTED TO:**

**Contact Person:** Ms Emmy Galane

**Tel:** 012 529 9316

**E-mail address:** [GalaneM@arc.agric.za](mailto:GalaneM@arc.agric.za)

**Contact Person:** Fisokuhle Dlamini

**Tel:** 011 545 0965

**E-mail address:** [Fisokuhle.Dlamini@purcosa.co.za](mailto:Fisokuhle.Dlamini@purcosa.co.za)

All technical enquiries must be forwarded in writing to the above-mentioned, 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](http://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](http://www.sars.gov.za).



SBD 3.3

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....	Bid number <b>ARC/65/01/2026-1</b>
Closing Time: <b>11:00</b>	
Closing Date: <b>06 May 2026</b>	

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

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<b>ITEM NO.</b>	<b>QUANTITY</b>	<b>DESCRIPTION</b>	<b>BID PRICE IN RSA CURRENCY (INCLUDING VAT)</b>
-----------------	-----------------	--------------------	--

- Required by: .....
- At: .....
- **Brand and model** .....

- **Country of origin** .....
  
- **Does offer comply with specification?** \*YES/NO
  
- **If not to specification, indicate deviation(s)**  
.....
  
- **Period required for delivery** .....  
\*Delivery: Firm/not firm
  
- **Delivery basis (all delivery costs must be included in the bid price)** .....

**Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.**

\*Delete if not applicable

**BIDDER’S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder’s declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 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.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 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 \_\_\_\_\_

<sup>2</sup> 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.

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



**SBD 5**

This document must be signed and submitted together with your bid

## **THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**

### **INTRODUCTION**

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

### **1. PILLARS OF THE PROGRAMME**

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

- (a) Any single contract with imported content exceeding US\$ 10 million.  
or
- (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$ 3 million are 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.

#### **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 2022**

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

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

---

**1. GENERAL CONDITIONS**

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

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

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

*(delete whichever is not applicable for this tender).*

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

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

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

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

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a Bidder to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a Bidder, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

**2. DEFINITIONS**

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1 POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) & \mathbf{or} & Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \end{array}$$

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmin = Price of lowest acceptable tender

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

##### 3.2.1 POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right) & \mathbf{or} & Ps = 90 \left( 1 + \frac{Pt - Pmax}{Pmax} \right) \end{array}$$

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the Bidder will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations,

which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

*Note to Bidders: The Bidder must indicate how they claim points for each preference point system.)*

Specific Goals	Percentage Ownership (1%)	Points (20)	Points (10)	Number of points claimed (80/20 system) (To be completed by the Bidder)
Ownership by HDIs	51%+	6	3	
Ownership by Women	51%+	4	2	
Ownership by Youth	51%+	4	2	
Ownership by PwD	51%+	2	1	
BEE status	Level 1-4	2	1	
RDP goal	Suppliers located in South Africa (CSD report will be used to verify the address)	2	1	
<b>TOTAL POINTS</b>		<b>20</b>	<b>10</b>	

**NB: The above Information will be verified through CSD (Central Supplier database)**

**DECLARATION WITH REGARD TO COMPANY/FIRM**

1. Name of company/firm.....

2. VAT registration number: .....

3. Company registration number: .....

4. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

5. DESCRIBE PRINCIPAL ACTIVITIES

.....  
.....  
.....  
.....  
.....

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable

arrangements due to such cancellation;

- (d) recommend that the Bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

..... <b>SIGNATURE(S) OF BIDDER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....



## **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 organizations 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](mailto:arc@tip-offs.com)

“Please call me” number: 32840

Tip-offs anonymous url: [www.tip-offs.com](http://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 if available.

I, the undersigned.....

in my capacity as an authorized 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 authorized agents: .....

SIGNATURE(s) of authorized 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 subsidized 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 recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the 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 organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa
- 1.23 “SCC” means the Special Conditions of Contract
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “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](http://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 PHASE during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 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 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit, and 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 relieve the supplier of any warranty obligations under the contract; and

b) In the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

#### **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and / or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in 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 authorized 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, it's likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchase 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 entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

23.4 If a purchase intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the

purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the 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 subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduces, any such favorable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplied or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default is and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonable practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for Insolvency**

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

## **27. Settlement of disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African Court of Law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and / or court proceedings herein

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

**28. Limitation of Liability**

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

- a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and / or damages to the purchaser; and
- b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**30. Applicable law**

The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

**31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32. Taxes and Duties**

- 32.1 A foreign shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc. incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

## **33. 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 purchase, 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.