



AGRICULTURAL RESEARCH COUNCIL

INVITATION TO BID:

TENDER NO: ARC/62/03/2025

THE APPOINTMENT OF THE CONSULTING PROFESSIONAL ARCHITECTURAL SERVICE PROVIDER FOR THE RESTORATION AND RENOVATION OF THE EXISTING FEEDLOT AND BULL TESTING FACILITIES AT THE ANIMAL PRODUCTION INSTITUTE OF THE AGRICULTURAL RESEARCH COUNCIL.

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COMPANY NAME	SUPPLIER REGISTRATION NUMBER	UNIQUE REGISTRATION NUMBER	
			Main Contractor
			sub- contracted / joint venture 1
			sub-contractor / joint venture

CLOSING DATE: 04 APRIL 2025 TIME: 11:00 AM

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

COMPULSORY BREIFING SESSION

DATE AND TIME: 19 MARCH 2025 @ 11:00 AM

VENUE: ARC, Olifantsfontein Road, Irene, Main Building



TENDER SUBMISSION

Completed and sealed tender submissions reflecting “ARC/62/03/2025 and the name of the tenderer” must be deposited into the Tender Box located at Old Olifantfontein Road, Main Building, Irene, Pretoria for the attention of: “Supply Chain Management”, by no later than 11:00 (eleven o’clock) on 04 April 2025.

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

Bidders are requested to submit one (1) complete document into the tender box

(Original for functionality proposal including financial proposal) and prepare three (3) copies of bid document. A USB of the bid document must be submitted.





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THE APPOINTMENT OF THE CONSULTING PROFESSIONAL ARCHITECTURAL SERVICE PROVIDER FOR THE RESTORATION AND RENOVATION OF THE EXISTING FEEDLOT AND BULL TESTING FACILITIES AT THE ANIMAL PRODUCTION INSTITUTE OF THE AGRICULTURAL RESEARCH COUNCIL

1. 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. Its operations are overseen by the ARC Council which is appointed by and accountable to the Minister for Agriculture, Forestry and Fisheries.

2. OBJECTIVE

The objective of this bid is to appoint a suitable service provider with competent, skilled personnel and capabilities that can assist with the alterations and renovations service of the integrated Bull Testing and Feedlot facilities, as well as to supply and install machinery and equipment.

3. BACKGROUND

The current facility of the ARC, located in Irene, Centurion, still makes use of the old fashioned manual Calan gate feeding systems to measure individual feed intake of bulls. The Calan Gate system was introduced more than 40 years ago and has become completely outdated. In addition to the outdated testing facility, the ARC is also competing with sprouting privately owned test centres that are using modern technology. Renovations and upgrade are therefore needed to ensure the ARC once again is a leader in the testing of animals for growth and feeding efficiency and also competitive in the market, including service delivery and the generation of research information relating to the efficiency of beef cattle.

The feedlot facility is as old as the bull test centre and outdated. These compounding issues at the feedlot facility make it not suitable for use in experimental studies. Furthermore, the feedlot is not adhering to current SANS 10386 guidelines, limiting the research work that can be conducted at the site. These issues are further compounded with the assessment that the feedlot facility is not secure to host cattle and current project plans cannot be executed.

The ARC requires the services of an experienced service provider to provide renovations or upgrade services of the bull testing and feedlot facilities to proper the ARC as a leader in animal testing in South Africa. The Irene bull testing centre will be re-modelled into an integrated beef testing and finishing facility using the latest climate-smart technologies. The bull test centre, once re-modelled, should also be able to accommodate emerging farmers and commercial farmers that wish to round-off their stock for their respective markets.

It is envisaged that the integration of the bull testing and feedlot facility will stimulate demand for feed efficiency services. In view of the benefits attached to the integration, the ARC can focus stronger on the development of collaborations with the emerging farmer sector in South Africa.

4. SCOPE AND EXTENT OF WORK

To appoint the Professional Registered Architectural Practice/Firm to prepare a detailed conditions assessment report and to give guidance to the ARC on the remedial, restoration, preventative methodology, specification and guidelines to address some of the aging, vandalised and dilapidated elements of the buildings

The intended outcomes of the ARC is to archive a compliant building and functional infrastructure, which will be include, the below areas, section of the construction infrastructure:

Due to the nature of the work involved, this type of project lends itself to be feasible as a labour-Intensive project i.e. the construction activities will indeed require skilled/unskilled labour to perform the following: earth works, concrete works masonry, floor tiling, plaster and paint works, electrical works installation, site works, fencing, supply of new machinery and equipment

The scope of work for alterations and renovations service of the integrated Bull Testing and Feedlot facilities, as well as to supply and install machinery and equipment will consist of the:

Below is the ARC preliminary brief of what is expected of the Architect Firm:

Description of item or service required for feedlot facility

- a) **Erecting cattle fence around facility for security purposes and entry control/quarantine of cattle material only, no concrete footing:** Client feeds, roofing IBR plates, electrical wiring, security camera's, air compressors, electrical motors and more have been stolen at the unit. This must be done before other work starts. Included here must be a security system with sensors and cameras, as well flood lighting.
- b) **Feed store 1 - Repair to sliding doors, needs locks, rollers and sliding track:** Current storeroom doors are dilapidated, the tracks and rollers are missing and IBR door panels are missing. Door panels need to be replaced with a new frame with IBR sheets.
- c) **Feed store 2 - burned out, needs replacement:** Due to veld-fire, the store and its content was destroyed. The side walls must be 3 m high, constructed with IBR sheeting, lockable sliding doors at 4m high.
- d) **Feed mill and processing unit - Electrical wires needs replacement:** The sliding door to the feed mixers (2) need to be replaced by more secure doors.
- e) **Installation of a new Processing unit - 150 L air compressor:** To operate the cattle processing unit it requires a 150L (2.2 kW) compressor unit to provide pressured air to open and close gates and for catching animals, in order to weigh and provide health treatments. As theft is an issue, the compressor must be mobile.
- f) **Installation of a new Processing unit – regulator and air tubes for pneumatic operation** have deteriorated and can no longer function
- g) **Installation of new hammer mill unit:** The current unit (electric motor (37KW), and hammer mill) is old (>35 years), its footings are broken, its alignment is off.

- h) **Revamping of the change room, toilets, showers, basins flooring, kitchen cupboards and sink (OHS required):** Current change room facility and rest room (kitchen and lunch area) is depilated and has also suffered break-ins. This does not provide a space where people can change or have lunch. Water resistant materials must be used.
- i) **Rebuilding of the single pens/stanchions (NSPCA/as per SANS requirement):** Current single pen trial facilities (feedlot and at nutrition) are not compliant with SANS 10368/21. They need to be 10m², where they are now 2m². Therefore, no research will be approved in this facility until this is rebuilt to adhere to the SANS.
- New posts need to be planted, and horizontal dividers need to be welded in place with new water drinkers installed and a lockable gate. Replace broken poles (75 × 1.8mL*100mmW*3mmThick which must be concreted into the ground with a 700mm depth and 30 × 2.4m*45mm*3mm pipes) and gates (28 × 2.4m cattle gates) which have either rusted through or broken off by cattle.
- j) **Putting shade structure in feedlot (per NSPCA notice):** Cattle standing in the open have no protection against adverse weather (high UV or hail), this is an animal welfare (NSPCA) complaint. Animal performance, especially in summer, can be improved by providing shade structures. 70% shade cloth, 4m wide and at 3.5m above cattle pens, over length of all cattle pens.
- k) **Installing of new feed bunk cables (Pen 1 to 24):** Cattle are walking out of pen trough feed bunks; cattle need to be contained in their feeding pen for accurate measurements. Cattle need to be prevented to defecate or urinate on their feed, by installing these cables this will be prevented. 12mm thick bottom cable, 30cm out from edge of feed trough, at 45 cm high of feed trough edge a steel pipe (to be confirmed at site meeting), welded primed and painted, 3mm thick walls
- l) **Painting of silos:** Silos are rusted and need maintenance or replacement. They are used by farm section to store maize. The silos are in a poor condition and needs serious attention, silo's need rust removal, primer and final coats with durable paints.
- m) **Installing of water pipes and drinkers:** Potable water provision to livestock is a high priority requirement. Cattle pens at nutrition, farm/dairy unit and the feedlot need to have drinker with a minimum capacity of 100L, drinkers can be shared between two pens. Above ground water pipes of galvanised pipes with stop valves at each drinker and install new water troughs in all pens these troughs should have ball valves (4

x 1.7mL*1mW*0.7mH & 3 x 1.2mH*0.55mW*0.4mH), water troughs need to be placed on a level cement slab.

- n) **Painting of other structures:** steel structure, silo's needs rust removal and paint (primer and cover coat).
Wooden structures need protective painting.
- o) **Rebuilding of feed troughs.** Feed troughs in old meat science feeding pens partly collapsed and need to be rebuild.
- p) **Repair generator room and office.** In generator room roof plates are missing, side air inlets need to be bricked up (double wall). Office door and security door needs replacement
- q) **Installing of 500kVA substation and connecting to electrical feed and distribution boards in the facility.**

Description of item or service required for the bull testing facility

- a) **Office:** The office needs to be repainted inside and outside as well as the roof, the tiles inside/outside the office are cracked and coming loose thus retiling is needed, the aircons (2) are not functioning anymore and need replacement. 3 new office chairs are needed as well as a data projector for functions held and 8 x Steel fold-up tables 1860 X 77.
- b) **Car port:** A tree fell on the car port and a part had to be removed, it needs to be repaired and repainted and sealed where water leaks are present. (2.5m H * 5m * 5m)
- c) **Stable 1:** The roof covering the feed store as well as the pens where animals are kept needs to be repainted, there is also water leaks present which either need to be repaired or damaged plates replaced.
 - Replace piping supplying water to pens (± 130 meters galvanized), with stop valves and install new water troughs in 13 pens these troughs should have ball valves (4 x 1.7mL*1mW*0.7mH & 3 x 1.2mH*0.55mW*0.4mH), water troughs need to be placed on a level cement slab.
 - Repaint pens with primer and new layer of paint.
 - Replace broken poles (75 x 1.8mL*100mmW*3mmThick which must be concreted into the ground with a 600mm depth and 30 x 2.4m*45mm*3mm pipes) and gates (28 x 2.4m cattle gates) which have either rusted through or broken off by cattle.
 - Replace doors (2 x 2m*1.6m double doors) to feeding store since they are not functioning anymore, replace broken windows (60 x 24cm*36cm).

- Repair cables feeding electricity (wiring for 60 gates, 24Volt from transformer loops to PC board on gates, 2.5mm, 2 cord plus earth (surflex), 4x4 surface mount box + cover plate (60 boxes), 120 glands + 60 3-way connector blocks, 2 screws per 4x4 to wood. 300m coverage of cable to be covered from 4x4 to gate – 2-core cab wire 60meter).
 - Repair/replace pillars (approximately 13) supporting the roof since many have rusted through at ground level.
 - 4 x 100W spotlight installation with day/night switch
- d) **Stable 2:** The roof covering the feed store as well as the pens where animals are kept needs to be repainted, there is also water leaks present which either need to be repaired or damaged plates replaced.
- Replace piping supplying water to pens with stop valves and install new water troughs in 13 pens (± 130 meters galvanized), these troughs should have ball valves ($7 \times 1.2mH \times 0.55mW \times 0.4mH$) and be placed on level cement slabs.
 - Repaint pens with primer and new layer of paint.
 - Replace broken poles ($30 \times 1.8mL \times 100mmW \times 3mmThick$ which must be concreted into the ground with a 600mm depth) and gates ($15 \times 2.4m$ cattle gates) which have either rusted through or broken off by cattle.
 - Replace doors ($2 \times 2m \times 1.6m$ double doors) to feeding store since they are not functioning anymore, replace broken windows ($85 \times 24cm \times 36cm$).
 - Repair cables feeding electricity (wiring for 130 gates, 24Volt from transformer loops to PC board on gates, 2.5mm, 2 cord plus earth (surflex), 4x4 surface mount box + cover plate (130 boxes), 260 glands + 130 3-way connector blocks, 2 screws per 4x4 to wood. 300m Coverage of cable to be covered from 4x4 to gate – 2-core cab wire 130meter).
 - Repair/replace pillars (approximately 15) supporting the roof since many have rusted through at ground level.
 - Lighting should be repaired under the roof (Installation of new LED 5-foot single fittings x 9. Removal of 9-foot florescent tube fitting, installation of new 5-foot single LED fittings and connection to existing wiring)
 - 4 x 100W spotlight installation with day/night switch

- e) **Stable 3:** The roof covering the feed store as well as the pens where animals are kept needs to be repainted, there is also water leaks present which either need to be repaired or damaged plates replaced. Revamp hall used for functions which will include the replacement of the aircon, painting, tiling, replace ceiling, repair lighting, blinds. Replace doors (2m*1.6m double door) 4 x 100W spotlight installation with day/night switch Replace broken windows (45 x 24cm*36cm).
- f) **Stable 4:** Paint and repair of roof, water leaks are present.
- Replace piping (± 80 meters galvanized), and install new water troughs in 8 pens (4 x 1.2mH*0.55mW*0.4mH) water troughs placed on cement slabs.
 - Repaint pens with primer and new layer of paint.
 - Replace broken poles (30 x 1.8mL*100mmW*3mmThick and 20 x 2mL*75mmW*3mmThick which must be concreted into the ground with a 600mm depth) Replace all gates (8 x 2.4m cattle gates, 8 x 3m cattle gates). Repair lighting (Installation of new LED 5 foot single fittings x 8). 4 x 100W spotlight installation with day/night switch
- g) The **loading ramp needs to be repaired** since the side walls are falling away
- h) **Kitchen and change rooms of animal attendants:** refurbish and repair of the kitchen and bathrooms of the animal attendants, which will include painting and replacing of broken doors
- i) **Crush area:** Paint and repair roof as well as walls, replace broken windows. Repaint passage with primer and new layer of paint.
- j) **Purchase a new Taltec neck clamp**, the old one is depleted.
- k) **Fencing:** one side of the outer fence (**170m *1.8mH**) need to be replaced which should include 2 double gates (total 5m wide). One inner cattle fence needs to be replaced and should include one gate (**150m with 6 strands**). The main gate should also be replaced since a tree fell on it (**7m*1.8m on a rail**).

Description of Work for the Supply and installation of tools, machinery and Equipment

- a) Procurement and installation of a Heavy-duty work bench (**1500WX2000LX865H**), bench vice, brush cutter

- b) **Skid-steer, tractor and trailer:** Since a lot more cattle will be tested at the facility and cleaning of the pens must be done daily (removal of manure) to ensure we stick to animal welfare regulations, the labour will be a lot more, the animal attendants will not be able to do all the cleaning. Thus, the purchase of a skid-steer (Bobcat or similar) is required as well as a small tractor (**50kw New Holland or similar with a width of less than 1.8m**) and a trailer that can tip (**width less than 1.8m**). This will ensure that pens are always kept clean well as other work such as filling pens with gravel can be done.
- c) **Water tanks and pressure pump:** it is essential that water is always present to the animals, thus it requested that **2 water tanks of 10 000L** is installed with a pressure pump as a backup.

A compulsory briefing session will be conducted for bidders to provide further clarity on the extent of works.

SPECIFICATIONS AND SCOPE OF SERVICES.

- 4.2.1 The Architectural services to be provided will include but not be limited to the minimum standards as per the Guideline for Services in terms of the SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION, Architectural Profession Act, 2000 (Act No. 44 of 2000)
- 4.2.2 Guideline for Professional Fees in terms of Section 34 (2) of the Architectural Profession Act, 2000 Act 44 of 2000 ("the Act") July 2022
- 4.2.3 GUIDELINE of Services and Processes of Architectural for building projects to include the following:

Planning, Studies, Investigations and Assessments

These typical services relate to carrying out studies and investigations as well as the preparation and submission of reports embodying preliminary proposals or initial feasibility.

- Consultation with the ARC authorized representative.
- Inspection of the site of the project.
- Developing a detailed scope of work as required by ARC
- Preliminary investigation, route location, planning and a level of design appropriate to allow decisions on feasibility and the selection of the most desirable project option.
- Assessments of existing built environment elements with a view to developing operations and maintenance options and strategies, informing capital project options and related scope of work as well as how to refurbish and/or integrate new **works** with existing works.

- Consultation with authorities having rights or powers of sanction as well as consultation with the public and stakeholder groups.
- Advise the client as to regulatory and statutory requirements, including environmental screening management and the need for surveys, analyses, tests and site or other investigations, as well as approvals, where such are required for the completion of the report, and arranging for these to be carried out at the client's expense.
- Searching for, obtaining, investigating and collating available data, drawings and plans relating to the works.
- Investigating financial and economic implications relating to the proposals or feasibility studies.
- Integration of resources and processes flow of the production into cohesive strategies, structures and systems for the effective and efficient delivery of quality goods and services
- Compliance with the Heritage Building Regulations

Deliverables will include:

- Collation of Project information and reports.
- Reports on options and technical and financial feasibility and related implications.
- List of consents and approvals.
- Schedule of required surveys, tests, analyses, site and other investigations.
- Determine the requirements in conjunction with the engineers: weight load of equipment's; required including surveys, tests, analyses, site and other required investigations and produce the report to ARC Standard Architectural services from Stage 1 to 6 and any Additional/Supplementary services as stipulated in the SACAP Professional Fees Guideline and Framework 2020

Stage 1 – Initiation:

- Establish the client requirements and preferences, assess user needs & options, appointment of necessary consultants, and establish the project brief, including project objectives, priorities constraints, assumptions, aspirations and strategies
- (Defined as: Establish client requirements and preferences refine user needs and options, appointment of necessary consultants, and establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies)

- Facilitate development of a clear **project** brief
- Establish procurement policy for the **project**
- Assist **client** in the procurement of necessary and appropriate **other consultants** including the clear definition of their roles and responsibilities
- Establish in conjunction with the **client, other consultants** and all relevant authorities, the site characteristics, rights and constraints for the proper design of the intended **project**
- Facilitate a schedule of the required consents and approvals
- Prepare, co-ordinate and monitor a **project** initiation programme
- Facilitate **client** approval of all Stage 1 documentation

Deliverables will include:

- Agreed services and scope of work.
- Signed agreement.
- Report on project, site and functional requirements.
- Schedule of required surveys, tests, analyses, site and other investigations.
- Schedule of consents and approvals and related lead times.
- Advise on project, site and functional requirements
- Report on location and availability of existing infrastructure
- Schedule of information provided to other consultants within the team
- Give templates and data of similar projects to be applied on this development

Stage 2 – Concept and Viability (also termed Preliminary Design)

(Defined as: Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project.

- *Agree with the documentation programmed with the ARC and other consultants*
- *Attend design and consultants' meetings*
- *Prepare concept design based on the client's brief*
- *Consult with other consultants and incorporate their input into the concept design*
- *Discuss concept design with local authorities*
- *Clarify and confirm the project space norms to optimize functional and operational efficiency in terms of scale and relationships of areas*
- *Coordinate design interfaces with other consultants*
- *Select general construction materials and intended finishes*
- *Provide information to other consultants for suitable estimates of construction costs*
- *Prepare and submit presentation of the design concept to the client for approval*
- *Prepare and submit the site development plan to the local authority where applicable*
- *Liaise, cooperate and provide necessary information to the client, principal consultant and other consultants*

Deliverables will include:

- Schedule and list all the architectural required surveys, tests and other investigations and related reports.
- Preliminary design based on client brief
- Conceptualize the process flow design and production approach with the Process Engineer by coordinating and overlaying on to the concept drawings
- Concept Design Report, with elevations
- General Construction materials and finishes to be applied by producing bill of material manual
- Templates and data of similar projects to be applied on this development

Stage 3 – Design Development (also termed Detail Design)

(Defined as: Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project)

- *Review the documentation programme with the ARC and other consultants*
- *Attend design and consultant meetings*
- *Incorporate the client's detailed requirements into the building design*
- *Incorporate and coordinate the other consultants' designs into the building design*
- *Prepare design development drawings including draft technical details and outline specifications*
- *Coordinate design interfaces with other consultants*
- *Review budget in conjunction with the other consultants*
- *Liaise, cooperate and provide necessary information to the client, principal consultant and other consultants*
- *Obtain project specific requirements from the local authority in order to ensure conformity with building plan approval requirements*
- *Coordinate the Mechanical Energy audit model and rational design and incorporate into the architectural design*

Deliverables will include:

- Design development drawings.
- Outline specifications in accordance to the specifics of the vaccine factory by producing specification schedule
- Local and other authority submission drawings and reports.

Stage 4 – Documentation and Procurement

(Defined as: Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project.)

- Submit drawings to local authorities for approval
 - Attend design and consultant meetings
 - Prepare specifications for the works and agree construction quality standards with other consultants
 - Coordinate services and prepare necessary services coordination drawings
 - Prepare designs for procurement purposes
 - Check cost estimate with the other consultants and adjust documents if necessary to remain within budget
 - Provide working drawings to the other consultants for preparation of procurement documentation
 - Liaise, cooperate, and provide necessary information to the principal consultant, principal agent, and other consultants
 - Assist with evaluation of tenders
 - Assist with the preparation of contract documentation for signature
 - Assess samples of products for compliance and design intent
 - Review and comment where applicable within the obligation of the architect on all the design, supply equipment, machinery by suppliers and advise the ARC on aspects of performance and take due care of the direct designed, supplied equipment's and machineries by suppliers and integrate in the design
- ARCHITECT DRAWINGS**

Deliverables will include:

- Working drawings with sections and elevation
- Trade bills performance specification in accordance to National Building Regulations
- Drawing to determine Construction budget cost.
- Comment on the tender document and ensure the scope of work has been covered by all consultants by way of producing a coordinated services overlaid drawings
- Local Authority Submission plans
- Specifications for the works
- Working Building Plans drawings

Stage 5 – Contract Administration and Inspection

- (Defined as: Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works).

- Attend site meetings (technical and progress meeting)
- Coordinate the Development Committee meetings and record minutes
- Prepare baseline works programme (using MS Projects/CCS or similar Gantt Chart)
- Issue construction documentation in accordance with the documentation and construction programme
- Carry out contract administration procedures delegated by the principal agent in terms of the contract
- Attend regular site, technical and progress meetings
- Inspect the works for conformity to contract documentation
- Clarify details and descriptions during construction as required
- Receive, comment and approve interim payment valuations
- Witness and review all tests and mock-ups carried out both on and off site
- Check and approve sub-contract shop drawings for design intent compliance
- Update and issue the drawings register
- Issue contract instructions as and when required
- Review and comment on operations and maintenance manuals, guarantees, certificates and warranties
- Inspect the works and issue practical completion and defects lists
- Assist in obtaining statutory certificates
- Inspect the works for quality and conformity to contract documentation, once a week during the course of the works which may be periodic or regular site visit at a frequency which may vary during the course of the **project**,
- Review the outputs of quality assurance procedures, advise the contractor and client (herein referred to as ARC) on the adequacy and need for additional controls, inspections and testing.
- Assist in the resolution of contractual claims by the contractor.
- Inspect the works and issue practical completion and defects lists.
- Arrange for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals

Deliverables will include:

- All statutory certification and certificates of compliance as required by the Local and other Statutory Authorities
- Inputs to the Cost Report and Financial Cost management
- Value Management services- to improve and enhance value, cost and functionality of the vaccine factory
- Issuing and recording of minutes (Technical, Progress and Design meetings)
- Practical completion defects list

- Construction documentation
- Drawings register
- Contract instructions
-

Stage 6 – Close-Out

(Defined as: Fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project)

- *Receive comment and approve relevant payment valuations and completion certificates*
- *Prepare and procure operations and maintenance manuals, guarantees and warranties*
- *Prepare and/or procure as-built drawings and documentation*
- *Inspect and verify rectification of defects*
- *Receive comment and approve relevant payment valuations and completion certificates*
- *Prepare and procure operations and maintenance manuals, guarantees and warranties*
- *Prepare and/or procure as-built drawings and documentation*

Deliverables will include:

- Valuations for payment certificates
- Input and form part of the Maintenance strategy plan (preventative and planned maintenance)
- Works and final completion lists
- Operations and maintenance manuals, guarantees and warranties handed
- Testing and Commissioning
- As-built drawings and documentation
- Final accounts settlements
- Legend drawings as per As-built drawings and documentation
- Drawing sketches/Photographs
- Ghant Chart
- Activities and milestones
- Critical Path activities
- Timelines for delivery

5. EVALUATION CRITERIA

This bid will be evaluated in four (4) phases

- Phase 1: Pre -Compliance evaluation
- Phase 2 Mandatory requirements
- Phase 3: Functionality criteria
- Phase 4: Specific goals and price

Phase 1. Pre- Compliance

During this phase bid documents will be screened for compliance with administrative requirements as indicated below

ITEM NO.	ADMINISTRATIVE REQUIREMENTS	CHECK/COMPLIANCE
1	Master Bid Document	Provided and bound
2	SCM - SBD 1 - Invitation to Bid	Completed and signed
3	SCM - SBD 4 – Bidders Disclosure	Completed and signed
4	Central Supplier database Registration	Attached CSD registration number/ Proof of CSD registration
5	Tax Compliance and CSD Registration	Attached CSD registration number/ Proof of CSD registration and/or SARS Tax Pin
6	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Completed and signed
7	In case of bids where Consortia / Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable

Phase 2. MANDATORY REQUIREMENT

Bidders who do not meet mandatory requirements will be disqualified and not evaluated further

Attendance of the briefing session is compulsory and will be confirmed by signing of the attendance register at the briefing session.

The following documents need to accompany the proposal:

MANDATORY REQUIREMENT	ATTACHED / YES
Professional Indemnity Insurance Cover of not less than R 5 million should be valid and active at the time of submission.	
Certificate of registration in accordance to the SACAP Registration of the Lead Project Architect with the South Africa Architectural Council Profession (SACAP).	
Compulsory site briefing	
Submission of completed form of offer and acceptance	

Phase 3: FUNCTIONALITY EVALUATION

The bidder must score a minimum of **65%**, during phase 3 (functionality/technical) of the evaluation to qualify for

Phase 4 of the evaluation where only points for price and Specific goals will be considered

The following values/ indicators will be applicable when evaluating functionality:

0 = Non-compliance; 1 = Poor; 2 = Fair; 3 = Average; 4 = Good; 5 = Excellent

FUNCTIONALITY

EVALUATION CRITERIA (Phase 2- Functionality Evaluation)

Proposals will be evaluated and points will be allocated and weighed on the following basis:

Criteria	Requirements from service providers	Weighting
1. Company Experience	<p>Submit – proof of appointment letter</p> <p>Submit with letter confirming completion of the works in part or as whole</p> <ul style="list-style-type: none"> Five(5) Relevant experience in <u>Animal Housing, buildings and facilities</u>; with completed within the past 20(twenty) years to the value of at least R15million and provision <u>of at least one reference from the end user of one such facility, on their business Letterhead, per contract</u> . = 5 points Four (4) Relevant experience in Animal Housing, buildings and facilities; completed within the past 20(twenty) years, to the value of a minimum of R15million per contract = 4 points Three (3) Relevant experience in <u>Animal Housing, buildings and facilities</u> ; completed within the past 20(twenty) years to the value of a minimum of R15million per contract= 3 points Two (2) Relevant experience in <u>Animal Housing, buildings and facilities</u> ; past 20(twenty) years, to the value of a minimum of R15million per contract = 2 points Any relevant experience in any type of the buildings and facilities; completed within the past 10 years of architect firm in business with any project value = 1 point <p>Submit – proof of appointment letter (with contactable reference)</p> <p>Submit – proof of completion letter</p>	40
	<p>Copy of the completion inspection certificate on the previously completed projects (any type of a building). Illustrating how the architect will approach the Practical Completion, Works Completion and Final Completion</p> <ul style="list-style-type: none"> (Five) 5 final completion inspection certificates = 5 points (Four) 4 final completion inspection certificates = 4 points (Three) 3 final completion inspection certificates = 3 points (Two) 2 final completion inspection certificates = 2 points (One) 1 final completion inspection certificate = 1 point 	10

<p>2. Technical Capability & Capacity of Principal Architects and team on project (dedicated team experience)</p>	<p>Certified Certificate of the Professional Registered Architect in accordance to the SACAP with experience of post registration Submit a valid proof of <u>letter in good standing</u> in accordance to the SACAP</p> <p><i>Certification date should not be older than 3 months.</i></p> <p><i>Note: non-certification of the professional registered architect certificate would lead to automatic disqualification.</i></p> <ul style="list-style-type: none"> • Certified Certificate of the Lead Professional Registered Architect with more than 10 years' experience= 5 points • Certified Certificate of the Lead Professional Registered Architect with 7 to 9 years' experience= 4 points • Certified Certificate of the Lead Professional Registered Architect with 3 to 6 years' experience= 3 points • Certified Certificate of the Lead Professional Registered Architect with 1 to 2 years' experience= 2 points • Certified Certificate of the Lead Professional Registered Architect less than 1 year years' experience= 1 point 	<p>15</p>
	<p>The organogram of the proposed project team, which will deal with the Principal Agent and The Client. Including CVs, Certified Qualifications in built environment of each key personnel stated on the organogram and involved, indicating their experience that is relevant scope of services as mentioned herein. Submit a <u>declaration of employment undertaking</u> of the personnel in your organization stated in the organogram(proof of availability of the human resource at the time of tender submission)</p> <p>The focus on evaluation is based on the skills, qualification, cv of the lead architect proposed on the organogram</p> <ul style="list-style-type: none"> • Lead Architect personnel with accreditation and registration to work on Heritage Buildings and Projects Degree qualification- 5 points • Team Architect with Bachelor Honors Degree qualification- 4 points • Team Architect with Bachelor Degrees qualification = 3 points • Team Architect with National Diploma qualification = 2 points • Team Architect with Certificate qualification = 1 point 	<p>25</p>
	<p>Close out, defect list, testing, commission and handover process, submitted proof of Local Authority Occupational Certificate of any type of a project</p> <ul style="list-style-type: none"> • Submit 5 projects Occupational Certificate as per the SANS 10400 requirements obtained with the local authorities = 5 points • Submit 4 projects Occupational Certificate as per the SANS10400 requirements obtained with the local authorities = 4 points • Submit 3 projects Occupational Certificate as per the SANS10400 requirements obtained with the local authorities = 3 points 	<p>10</p>

	<ul style="list-style-type: none"> • Submit 2 projects Occupational Certificate as per the SANS 10400 requirements obtained with the local authorities = 2 points • Submit 1 projects Occupational Certificate as per the SANS 10400 requirements obtained with the local authorities = 1 point 	
Sub Total		100
Minimum Threshold (qualifying score)		60

NB: The threshold for functionality will be 60% percent. Bidders that do not meet the stipulated threshold will be disqualified.

- **PHASE 4: SPECIFIC GOALS AND PRICE**

PRICE AND COST STRUCTURE

All prices quoted are to be in South African (SA) Rand and inclusive of value-added tax (vat). No change in submitted prices will be considered after receipt of a response to the tender submission. The bidder must provide rates for the services to be delivered.

The following costing needs to be specified in the response:

- Pricing schedule in accordance to the SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION (SACAP)GUIDELINE TARIFF OF PROFESSIONAL FEES IN
- Guideline for Professional Fees in terms of Section 34 (2) of the Architectural Profession Act, 2000 Act 44 of 2000 ("the Act")
- SACAP identification of Work : **LOW** Complexity Projects
"Low complexity projects" means simple buildings or groups of buildings in an uncomplicated grouping with low impact on the environment: These are structures with low performance requirements. Structures of simple utilitarian character, design and detail. The structures are constructed utilizing standard low technology building methods. They require a minimum of mechanical and electrical services or equipment, and basic civil works infrastructure;

Project Estimated Construction Cost: R: 15 091 323.95 (excluding vat)

- Therefore, the fees are to be based on the R15 091 323.95 excluding vat Building work with:
 - JBCC Principal Contractor
 - Bills of provisional quantities
 - PROCSA – conditions of contract
 - Architect to be appointed as the principal agent

e. The items as stated in the below table are to be priced in full and drawdown amended as follows:

Item No	Description	Stage(s)	%	Amount
1	Inception	1	2.5%	R
2	Concept and Viability	2	5%	R
3	Design Development	3	20%	R
4	Documentation and Procurement(4.1)	4.1	20%	R
5	Documentation and Procurement(4.2)	4.2	10%	
6	Contract Administration	5	35%	R
7	Close-out	6	7.5%	R
8	Subtotal (total fees)		100%	R
9	Discount on item 8 (total fees) Allow for competitiveness		___%	- R
10	Sub Total (item 8 minus item 9)			R
11	Provision for as built drawing, Mapping and Scanning of the existing buildings			R 200 000.00
12	Provision for production detailed Bills of Quantities for tender(to appoint the Building Contractor)			R105 000.00
13	Subtotal			R
14	Add 15 % VAT Statutory		15%	R
15	Total carried to form of offer and acceptance certificate(all cost related to this services included)			R

a. This is a fixed price tender; bidders are required to provide a fixed price per item. No additional fees will be allowed outside the prescribed works

SPECIFIC GOALS

The preference point system that will be applicable to this bid is 80/20 preference points system

	SPECIFIC GOALS	POINTS
1	51 % + owned by HDIs (people who had no franchise on national elections prior to 1994)	6
2	51 % + owned by Women	4
3	51 % + owned by Youth	4
4	51 % + owned by People with disabilities	2
5	BEE status Level:1- 4	2
	Implementation of RDP goals (Any goal/s	2
	TOTAL FOR SPECIFIC GOALS	20

NB: Implementing the programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.

As listed below:

- The promotion of South African owned enterprises.
- The promotion of export orientated production to create jobs.
- The promotion of SMMEs.
- The creation of new jobs or the intensification of labour absorption.
- The promotion of enterprises located in a specific province for work to be done or services to be rendered in that province.
- The promotion of enterprises located in a specific region for work to be done or services to be rendered in that region.
- The promotion of enterprises located in a specific municipal area for work to be done or services to be rendered in that municipal area.
- The promotion of enterprises located in rural areas.
- The empowerment of the work force by standardising the level of skill and knowledge of workers.
- The development of human resources, including by assisting in tertiary and other advanced training programmes, in line with key indicators such as percentage of wage bill spent on education and training and improvement of management skills; and
- The upliftment of communities through, but not limited to, housing, Transport, schools, infrastructure donations, and charity organisations.

PRICE

The Bid will be awarded to a bidder with the highest points on price and Specific goals on condition that they have met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document. The bidder will be allocated 80 of the price and 20 for SPECIFIC GOALS

The points scored by a tenderer in respect of SPECIFIC GOALS contemplated in section 5, read with section 2(1)(b)(i) and (ii) and 2(1)(c), of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), and with effect from 16 January 2023. Made the regulations set out in the Preferential Procurement Regulations 2022 Schedule

section 2(1)(e) of the Act an organ of state must, in the invitation to submit tenders, clearly specify the specific goals for which a point may be awarded, must be added to the points scored for price

6. BID SUBMISSION REQUIREMENTS

Bidders should ensure that the following submission requirements, which will be needed for are included in their bid proposal and are as follows:

1. The service provider must draft a table of contents which will indicate where each document is located in the proposal.
2. The proposal shall consist of one master original document, and must clearly indicate the Prices on SBD 3.3
3. A joint venture or consortium must submit a consolidated B-BBEE certificate based on the weighted members participation in order to earn B-BBEE points issued by SANAS accredited agency
4. The information in the CV of the proposed Team/ Project Leader should include relevant Experience in the chosen area of expertise
5. Project reference specifying the role played by the service provider in the listed projects or Assignments, project value and the duration of the project (start and end date).
6. A detailed Project Plan with clear indication of who will be responsible for the management of the assignment as well as its execution. The allocation of team members on the assignments should be based on the experience in delivering the scope of work as listed.
7. Standard bidding documents (SBD1, 3.3, 4, 6.1).
8. Copy of Central Supplier Database (CSD) report/ SARS Tax Status Pin.

7. LEGISLATIVE FRAMEWORK OF THE BID

Tax Legislation

1. Bidder must at all times attempt to be compliant when submitting 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 award of the bid.
1. SARS Tax Status Pin requirements/ or Central Supplier Database (CSD) number or report must be provided.

13. PROCUREMENT LEGISLATION

1. Bidders should be cognisant of the legislation and/or standards specifically applicable to the services.
2. If the application is made by a joint Venture or Partnership, the accreditation credentials in the name of the joined entities should be submitted. Members in the joint venture must meet the requirement of the proposal.

14. 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, ARC follows general principles in accordance with applicable privacy Laws and the Protection of Personal Information Act 4 of 2013 (POPIA).

1. 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. ARC will process personal information only with the knowledge and authorisation 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.
3. 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/respondent is required to comply with all Prescripts as detailed in the POPIA relating to all information concerning ARC.

4. In responding to this bid, , ARC acknowledges that it will obtain and have access to personal information of the bidder/respondent. 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

15. SPECIAL CONDITIONS OF CONTRACT.

1. The bidder will be required to provide a methodology and project plan with mile stones to track progress of the Four (04) Months duration.
2. The contractor shall provide a progress report on a monthly basis and where progress is not satisfactory Procurement Policy and Guidelines will guide the outcomes.
3. All the conditions specified in the General Conditions of Contract (GCC) will apply and where the Conditions in the special conditions of contract contradicts the conditions in the general conditions of contract the special conditions of contract will prevail
4. Letter of Authority to sign documents on behalf of the company.
5. The proposals should be submitted with all required information containing technical information.
6. Bidders failing to meet mandatory requirements, and functionality Minimum score will automatically be disqualified.
7. Service providers are requested to submit a Central supplier registration report to claim for specific goals, as well as BEEE certificate/ sworn affidavit.
8. SBD 6.1 must also be duly completed, signed, and submitted alongside the bid to claim preference points. Failure to do so will result in specific goals being forfeited.
9. If the application is made by a Joint Venture or Partnership, the accreditation credentials in name of joined entities should be submitted. Members in the joint venture must meet the requirement of the proposal and provide Authority to sign letter of behalf of the JV
10. Poor or non-performance by the bidder will result in cancellation of works orders.

16. SUB-CONTRACTING CONDITIONS/ REQUIREMENTS

1. In a case 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.

2. 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.

17. PAYMENT TERMS

1. 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.

18. TECHNICAL ENQUIRIES

Name: Kgantjie Moloto / William Lehane

Contact number: 012 672-9352/ 9740

Email: MolotoK@arc.agric.za / LehabeW@arc.agric.za

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (AGRICULTURAL RESEARCH COUNCIL)					
BID NUMBER:	ARC/62/03/2025	CLOSING DATE:	04 April 2025	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF THE CONSULTING PROFESSIONAL ARCHITECTURAL SERVICE PROVIDER FOR THE RESTORATION AND RENOVATION OF THE EXISTING FEEDLOT AND BULL TESTING FACILITIES AT THE ANIMAL PRODUCTION INSTITUTE OF THE AGRICULTURAL RESEARCH COUNCIL.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
ARC MAIN BUILDING (ANIMAL PRODUCTION)					
OLD OLIFANSFONTEIN ROAD , IRENE, PRETORIA, 0062					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Joshua Ngomane		CONTACT PERSON	Dr. Kgantjie Moloto	
TELEPHONE NUMBER	012-672-9371		TELEPHONE NUMBER	012 672 9352	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	NgomaneSJ@arc.agric.za		E-MAIL ADDRESS	MolotoK@arc.agric.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> 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 DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
 (Proof of authority must be submitted e.g. company resolution)

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

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 **80/20** preference point system.
- b) The **80/20 preference point system** will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

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:

$$Ps = 80 \left(1 + \frac{80/20 \cdot (Pt - P_{max})}{P_{max}} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51 % + owned by HDIs (people who had no franchise on national elections prior to 1994)		6		
51 % + owned by Women		4		
51 % + owned by Youth		4		
51 % + owned by People with disabilities		2		
BEE status Level:1- 4		2		
Implementation of RDP goals (Any goal/s		2		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

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| 2. Application | <p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>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 SCC.</p> |

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections,
tests and
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> |

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

**28. Limitation of
liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

Head Office Only

Captured By: _____
Date Captured: _____
Authorised By: _____
Date Authorised: _____
Supplier code: _____

Enquiries. :
Tel. No.:

I/We understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

Company / Personal Details

Registered Name

Trading Name

Tax Number

VAT Number

Title:

Initials:

First Name:

Surname:

Postal and Street Address Detail of the Company / Individual

Postal Address

Street Address

Postal Code

New Detail

New Supplier information

Update Supplier information

Supplier Type:

Individual
Company

Department

Partnership

Trust

Other (Specify)

Department Number

Supplier Account Details	
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This field is compulsory and should be completed by a bank official from the relevant bank

[illegible][illegible]

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Other (Please Specify)

[illegible]

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[illegible][illegible]

Bank stamp

Nedbank- Banking Platform under the Client Details Tab

Contact Details

[illegible][illegible]

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[illegible]

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Area Code

[illegible]

Extension

Area Code

[illegible]

Cell Number

Cell Code	Cell Number

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Agricultural research council Office where form is submitted from

Rank

Date (dd/mm/yyyy)