

This tender document is meant for information purposes only. Interested service providers may tender through the PURCO SA website to access the tender using this link:

<https://purcosa.co.za/tender/17785>



**AGRICULTURAL RESEARCH COUNCIL**

**REQUESTS TO TENDER FOR:**

**TENDER NO: ARC/66/01/2026/2 (RE-ADVERTISEMENT)**

**THE APPOINTMENT OF A PANEL OF BUILT ENVIRONMENT SPECIALIST SERVICES FOR ALL THE ARC OFFICES FOR A PERIOD OF FIVE YEARS.**

Closing Date: **15 June 2026**  
TIME: **11:00 am**

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

COMPANY NAME	SUPPLIER REGISTRATION NUMBER	UNIQUE REGISTRATION NUMBER	
			<b>Main Contractor</b>

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



Table of Contents

REQUESTS TO TENDER FOR:.....	2
1. NOTICE AND INVITATION.....	4
2. NOTES TO RESPONDENTS .....	6
3. BACKGROUND.....	11
4. PROJECT LOCATION.....	11
5. PURPOSE.....	11
6. OBJECTIVE.....	12
7. SCOPE OF WORKS.....	12
8. AREAS OF SPECIALISATION REQUIRED.....	14
9. EVALUATION CRITERIA.....	18
10. ADMINISTRATIVE BID REQUIREMENTS.....	18
11. MANDATORY REQUIREMENTS .....	18
12. COMPULSORY BRIEFING SESSION.....	19
13. CONDITIONS OF BID.....	19
14. PRICING INFORMATION.....	19
15. DURATION OF CONTRACT.....	19
16. BID ENQUIRIES .....	19
17. RELEVANT EXPERIENCE OF THE SERVICE PROVIDER.....	20
18. EVALUATION CRITERIA.....	20
19. ANNEXURE A .....	25
20. ANNEXURE B (AREAS OF SPECIALISATION TENDERING FOR).....	27

**1. NOTICE AND INVITATION**

The Agricultural Research Council invites suitably qualified and experienced service providers to submit bid proposals for The Appointment Of A Panel Of Built Environment Specialist Services For All The Arc Offices For A Period Of Five Years.

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

**1.1 TENDER DOCUMENT RELATED QUERIES: PROCUREMENT DEPARTMENT**

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

<p><b>Ms Fisokuhle Dlamini</b>                  PURCO SA                  Procurement Officer                  E-mail: <a href="mailto:Fisokuhle.Dlamini@purcosa.co.za">Fisokuhle.Dlamini@purcosa.co.za</a></p>	<p><b>Ms Phila Khumalo</b>                  ARC                  Supply Chain Management                  E-mail: <a href="mailto:KhumaloP@arc.agric.za">KhumaloP@arc.agric.za</a></p>
---	--

Technical-related enquiries will be addressed via the PURCO SA website at [www.purcosa.co.za](http://www.purcosa.co.za), under ARC/66/01/2026/2. Only Bidders who have purchased the bid document will receive all tender-related enquiries accordingly. No other form of correspondence of a technical nature will be accepted.

<b>Tender number</b>	ARC/66/01/2026/2 (Re-Advertisement)
<b>Date issued</b>	11 May 2026
<b>Tender closing date</b>	<b>Date: 15 June 2026 at 11:00am</b> <b>Tender Submission will be Electronic on</b> <a href="https://purcosa.co.za/online-tender-submissions-guide">https://purcosa.co.za/online-tender-submissions-guide</a>
<b>Compulsory Physical Information Session</b>	<b>Date: 25 May 2026 at 11:00am</b> A Physical Compulsory Information Session will be facilitated at the: 100 Old Soutpan Road, Onderstepoort, Pretoria (ARC OVR Campus) Bidders must arrive at 10:00 am to sign the attendance register. N.B: Bidders who are fifteen (15) minutes late - 11:15 am will not be allowed to enter the ARC Premises for the compulsory briefing session.

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

## 1.2 PROCUREMENT STRATEGY

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

## 1.3 PHYSICAL COMPULSORY INFORMATION SESSION:

A Physical Compulsory Information Session will be facilitated at **100 Old Soutpan Road, Onderstepoort, Pretoria (ARC OVR Campus) on the 25<sup>th</sup> of May 2026 at 11h00am.** The physical information session will cover the discussion of the tender document. Bidders will be required to complete their information in the attendance register provided at the physical information session to confirm their attendance. No late arrivals will be allowed, and bidders arriving more than 15 minutes after the information session has commenced will not be permitted to attend.

The successful service provider(s) will be required to render services for the Appointment of a Panel of Built Environment Consultants / Professionals Bid for a Period of Five Years for the ARC Infrastructure Related Projects.

### NOTE:

- It is the responsibility of the bidder to attend the Compulsory Information Session. It is furthermore upon the bidder, to be in attendance at the briefing session at the specific time indicated by the Institution. The ARC shall not be held responsible for late attendance at such briefings, including as a reason for the lack of proper completion of tender documents.

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

The closing date and time for receipt of tender is on the **15 June 2026 at 11:00 am.**

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

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

## 1.5 PURCHASING OF TENDER DOCUMENTS

Tender documents can be purchased at a non-refundable fee of R 1,150.00 (VAT included) on the PURCO SA website and will be available from the **11 May 2026.**

**NB:** The tender document will remain available at R0.00 (no cost) for all bidders who previously purchased the initial tender document. These bidders will be granted access to the revised tender document at no additional charge.

Any new bidders wishing to participate in this tender for the first time will be required to make payment outside of the system. PURCO SA will provide the relevant banking details upon request. Once payment has been made, bidders must submit the Proof of Payment (POP) to PURCO SA in order to receive access to the tender document.

New Bidders who are participating in this tender process for the first time must ensure that they pay R1 150.00 via the relevant PURCO SA banking details. **Failure to pay the R1 150.00 will lead to your bid not to be considered for participation in this tender process.**

## **HOW TO SUBMIT YOUR TENDER DOCUMENTS:**

- To submit your tender bid, log in to the <https://purcosa.co.za/> website using the username and password of the person who purchased the tender document.
- Go to <https://purcosa.co.za/my-tenders> to view your purchased tenders. Click on the 'Submit bid' link to submit your bid documents.
- You can also reach this page via the 'My purchased tenders' link on your Supplier Hub or in the dropdown menu under your username.
- For detailed information on how to prepare and upload your tender files, view the Online Tender Submissions Guide at <https://purcosa.co.za/online-tender-submissions-guide> The Guide includes information about tender security and integrity.
- We strongly recommend that you:
  - Open and review the tender submission page before the deadline day so that you fully understand what is required.
  - Submit your tender files early to avoid last-minute problems and to allow yourself the opportunity to resubmit if you experience any issues. This is particularly important if your tender files are large and you are on a slow connection.
- Neither late submissions nor physical delivery of documents shall be accepted.

## **2. NOTES TO RESPONDENTS**

### **2.1. PURCO SA**

#### **2.1.1 SERVICE FEE**

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

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

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

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

### **2.1.2 MONTHLY SALES REPORT**

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

### **2.1.3 RIGHT TO OFFSET**

The supplier acknowledges and agrees to provide consent to the Membership to withhold and offset any outstanding amounts owed under this agreement. In the event that the supplier fails to fulfil its payment obligations to PURCO SA under this agreement and incurs an outstanding balance, the Membership reserves the right to offset any such amounts owed by the supplier against any outstanding amounts that the Membership owes to the supplier under this agreement or any other related agreements. The supplier hereby consents to such offset and acknowledges that the Membership may withhold and apply the owed amounts towards the outstanding balance without further notice or consent. The offset shall be carried out in a reasonable and fair manner, and any remaining balance, if applicable, shall continue to be owed by the supplier.

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

## **2.2 ESSENTIAL CRITERIA**

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

## **2.3 COMPLIANCE WITH GENERAL CONDITIONS OF CONTRACT**

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

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

## **2.4 TERMS OF ENGAGEMENT**

- The successful bidder shall not take more than three (3) months from date of Bid award unless otherwise indicated and agreed between the successful Bidder and the ARC. It will only be applicable once the bidder has been assigned the work.
- The Service Provider shall be available for consultation with the ARC representative.
- The Service Provider shall manage as confidential all data, information and insights gained in execution of work for the ARC.
- ARC retains the right to negotiate with the successful Bidder for partial execution of the proposal.
- ARC retains the right to enter into non-exclusive agreements with Service Providers that do not restrict procurement of goods and services from other Service Providers.
- ARC retains the right to require the Service Provider to obtain permission in writing from the ARC prior to the replacement of individuals proposed for execution of this Bid.
- Service Providers to accept professional liability for services rendered.

## **2.5 BID DOCUMENTS**

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

## **2.6 CONTENTS OF SUBMISSION**

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

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

- The Breakdown of the complete specification with associated costs.
- All SBD (Standard Bidding Documents) must be completed and signed.

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

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

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

## **2.7 DOCUMENTS COMPRISING THE PROPOSAL**

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

## **2.8 INFORMATION**

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

## **2.9 INTERLINEATIONS**

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

## **2.10 AMPLIFICATION OF SUBMISSIONS**

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

## **2.11 COST OF PROPOSAL**

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

## **2.12 PERIOD OF VALIDITY**

Proposals shall remain valid for one hundred eighty (180) days after the date of proposal submission. A proposal valid for a shorter period may be rejected by the ARC on the grounds that it is non-responsive.

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

## **2.13 ARC LIABILITY**

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

## **2.14 PROPOSAL AWARDING**

No submission shall be deemed to have been accepted unless and until a formal appointment letter is issued to the successful Bidder. Submissions shall remain open for acceptance by the ARC for a period of 180 (one hundred and eighty) days from the date on which they are returnable in terms of this Tender.

## **2.15 DUE DILIGENCE EXERCISE**

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

## **2.16 LEGISLATIVE FRAMEWORK OF THE BID**

### **Tax Legislation**

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

## **2.17 PRICE AND COST STRUCTURE**

All prices quoted are to be in SA rand and inclusive of value-added tax (VAT). No change in the prices submitted shall be considered after receipt of a response to the tender submission. The bidder must provide the breakdown and total price for the items given in the tender specification.

## **2.18 PAYMENT**

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

## **2.19 CANCELLATION OF THE BID**

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

## **2.20 SITE INSPECTION**

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

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

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

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

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

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

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

### **3. BACKGROUND**

The Agricultural Research Council (ARC), the Client, was established as a Public Entity on 1 December 1990, under the then Ministry of Agriculture. The ARC is listed as a Schedule 3A Public Entity under the Public Finance Management Act (Act No. 1 of 1999) (PFMA) and is required to ensure full compliance with all prescripts and regulations issued under the PFMA. Specifically, the ARC was established under the Agricultural Research Act (No. 86 of 1990), from which it derives its core mandate. The objectives of the ARC, outlined in the Act, are to conduct research, drive technology development and transfer (dissemination) information, to:

- Promote agriculture and industry
- Facilitate/ensure natural resource conservation.
- Alleviate poverty; and
- Contribute to a better quality of life.

### **4. PROJECT LOCATION**

The capital investment projects will be implemented across the ARC (Nationally), with 70% of them concentrated in Pretoria and surrounding areas.

### **5. PURPOSE**

The ARC is planning to invest an estimated R1 billion in Capital Investment projects (Multiple Projects) over the next five (5) years and requires a panel of Built Environment Consultants and Professional Service Providers from firms of consultants in the built environment to support ARC Facilities and Infrastructure projects.

#### **The appointed professional service providers are to provide the following services:**

- Engineering design and delivery covering concept, feasibility study, building concept surveys, and detailed building design.
- Building infrastructure technical support from planning, design, preparation of the scope of works, drafting of the Bill of Quantities, and monitoring of works from project initiation to project close-out.
- Conduct and undertake infrastructure and built environment structural, electrical, mechanical, and other related engineering functions.

PFMA S(51)(1)(a) requires that “An accounting authority for a public entity must ensure that the public entity has and maintains effective, efficient, and transparent systems of financial and risk management and internal control”. In line with the requirements of the Public Finance Management Act No. 1 of 1999 (“PFMA”) and Treasury Regulations, the NLC seeks to appoint a panel of Multi-Disciplinary Engineering Professional Service Providers for a period of five (5) years. Preference will be given to consultants and companies operating in the Built Environment with offices within Gauteng. Preference will also be given to companies that are at least 50% owned by professionals in the relevant field, such as SACAP, ECSA, SACPCMP, and SACQSP.

The scope of work will be subject to the Guideline Scope of Services and Tariff of Fees for registered persons in respect to relevant professional bodies (SACAP, ECSA, SACPCMP, SACQSP, SACLAP, SACPLAN, SAGC, etc).

## **6. OBJECTIVE**

The objectives of the services required are as follows:

- Management of new infrastructure development and refurbishment projects.
- Establish and maintain a Project Management Office (PMO) to coordinate infrastructure development projects.
- Provide professional services and technical oversight for infrastructure projects.
- Conduct property inspections, valuations, and quality assurance.
- Design infrastructure models and/or concepts for the ARC.
- Advise the ARC on built environment matters to ensure compliance with relevant industry laws, rules, regulations, norms, and standards.

## **7. SCOPE OF WORKS**

The ARC is looking to appoint a selection of built-environment professionals, multi-disciplinary engineering firms, or consultants who have the capability and a national footprint, with a presence in major South African cities.

**The scope of work will entail the following:**

### **7.1 Conduct Studies**

The consulting firms must provide services over five years, as required, relating to preliminary feasibility studies that support the planning, studies, and investigations required by the ARC. These services would be undertaken on a value, or a time and cost basis, and will include the following services:

- Assessment of existing infrastructure in relation to compliance with regulations, and/or industry standards.
- Development of feasible and viable concept solutions with order-of-magnitude costs to serve as Input to financial planning, business case formulation, and/or budget submissions.

- Development of procurement scope of work or specifications and cost estimates related to assessment outcomes or concept solution implementations, and
- Support procurement processes where requested regarding the recommendation of competent contractors, adjudication criteria, and participation as members of adjudication teams, for example.

## 7.2 Complete Projects

Perform the full scope of normal services, in line with Stages 1 to 6 of the Professional Consultants Services Agreement Committee (PROCSA) agreements as below.

PROJECT STAGE	DESCRIPTION
Stage 1	Inception
Stage 2	Concept and Viability
Stage 3	Design Development
Stage 4	Documentation and Procurement
Stage 5	Construction
Stage 6	Close-Out

The appointments may cover all or some of the stages for the various components of the projects, as determined by the ARC.

**NOTE:** The bid proposals submitted should detail how each of the above stages in the table will be influenced and satisfied in terms of standards and concepts.

## 7.3 Disciplines

A key element of the appointment is that the Consultant will tender for a discipline or multiple disciplines and must ensure they have the necessary skills within their own company to support the discipline/s. The tender will be based on a time-and-materials basis. No subcontracting will be allowed, as we are seeking a panel of service providers.

## 7.4 Core Disciplines

The consultant must have the capability in one or more of the following minimum core disciplines that the Professional Service Provider/s will deliver in accordance with the relevant built environment gazettes:

1. Architects
2. Building Project Manager
3. Green Building Consultants
4. Land Surveyor
5. Town & Regional Planner
6. Quantity Surveyor

7. Structural Engineer & Civil Engineer
8. Geo-Technical Engineer
9. Electrical & Electronic Engineer
10. Mechanical Engineer & Wet Service Engineer
11. Fire Engineer
12. Construction Health & Safety Agent / OHS Consultant
13. Landscape Architect
14. Hydrology Consultant
15. Acoustic Consultants
16. Accessibility Consultants
17. Environmental Services.
18. Heritage Consultant
19. Traffic Engineer

**8. AREAS OF SPECIALISATION REQUIRED**

Area of speciality	Qualifications and experience (Needed)	Indicate Specialist Services with an "X"
Architect	Minimum NQF level 7 degree in Architecture together with registration as a Professional Architect (Pr. Arch) with the South African Council for the Architectural Profession (SACAP). Must have at least 5 years' experience in the provision of architectural services. Experience will be calculated from the date of registration with a professional body.	
Building Project Manager	NQF level 7 degree/advanced diploma in Civil Engineering or Construction Management together with registration as a Professional Engineer (Pr. Eng / Pr. Tech Eng) with the Engineering Council of South Africa (ECSA) or as a Construction Project Manager (Pr. CPM) with the South African Council for the Project and Construction Management Professions (SACPCMP). Must have at least 5 years' experience in the planning, design, project preparation, and project management of the delivery of infrastructure (human settlements, water, sanitation, roads, electricity, housing, waste management, etc.). Experience will be calculated from the date of registration with a professional body.	
Green Building Consultant	NQF level 7 degree/advanced diploma in Architecture, together with registration as an Accredited Professional (AP) through organisations like the GBCSA or LEED,	

	through training in green building rating tools like Green Star, Net Zero, or EDGE. Experience will be calculated from the date of registration with a professional body (e.g. GBCSA).	
Land Surveyor	NQF level 7 degree/advanced diploma in Land Surveying, together with registration as a Professional Land Surveyor with the South African Geomatics Council (SAGC). Must have at least 5 years' experience in the provision of land surveying services. Experience will be calculated from the date of registration with a professional body.	
Town and Regional Planner	NQF level 7 degree/advanced diploma in Town and regional planning, together with registration as a Professional Town Planner with the South African Council for Planners (SACPLAN). Must have at least 5 years of experience in town and regional planning, major building, and civil engineering projects. Experience will be calculated from the date of registration with a professional body.	
Quantity Surveyor	Minimum NQF level 7 degree in Quantity Surveying together with registration as a Professional Quantity Surveyor (Pr. QS) with the South African Council for the Quantity Surveying Profession (SACQSP). Must have at least 5 years' experience in the provision of quantity surveying services. Experience will be calculated from the date of registration with a professional body.	
Structural and Civil Engineer	Minimum NQF level 7 degree in Civil Engineering, together with registration as a Professional Engineer (Pr. Eng) with the Engineering Council of South Africa (ECSA). Must have at least 5 years of experience in the planning, design, project preparation, and project management of the delivery of infrastructure. Experience will be calculated from the date of registration with a professional body.	
Geo-Technical Engineer	NQF level 7 degree/advanced diploma in Civil Engineering or Geotechnical Engineering, or Engineering Geology, together with registration as a Professional Engineer, or as a Professional Natural Scientist with the Engineering Council of South Africa (ECSA) or the South African Council for Natural Scientific Professions (SACNASP). Must have at least 5 years of experience in the provision of geotechnical services; experience will be calculated from the date of registration with the professional body.	
Electrical & Electronic Engineer	NQF level 7 degree/advanced diploma in Electrical/Electronic Engineering together with registration as a Professional Engineer (Pr. Eng / Pr. Tech Eng) with the Engineering Council of South Africa (ECSA). Must have at least 5 years of experience in the planning, design, project preparation, and project	

	management of the delivery of electrical works associated with buildings and other infrastructure services. Experience will be calculated from the date of registration with a professional body.	
Mechanical and Wet Services Engineer	NQF level 7 degree/advanced diploma in Mechanical Engineering together with registration as a Professional Engineer (Pr. Eng / Pr. Tech Eng) with the Engineering Council of South Africa (ECSA). Must have at least 5 years of experience in the planning, design, project preparation, and project management of the delivery of mechanical works associated with buildings and other infrastructure services. Experience will be calculated from the date of registration with a professional body.	
Fire Engineer	NQF level 7 degree/advanced diploma in Engineering, together with registration as a Professional Engineer (Pr. Eng / Pr. Tech Eng) with the Engineering Council of South Africa (ECSA), coupled with fire protection/services training from the Institute of Fire Engineers South Africa. Must have at least 5 years of experience in the planning, design, project preparation, and project management of the delivery of fire engineering works associated with buildings and other infrastructure services. Experience will be calculated from the date of registration with a professional body.	
Construction Health & Safety Agent/ OHS Consultant	NQF level 7 degree/advanced diploma in the Built Environment together with registration as a Professional Construction Health and Safety Agent, Construction Health and Safety Officer (CHSO), or Construction Health and Safety Manager (CHSM) with the South African Council for the Project and Construction Management Professions (SACPCMP). Must have at least 5 years of experience in the provision of health and safety services. Experience will be calculated from the date of registration with a professional body.	
Landscape Architect	NQF level 7 degree/advanced diploma in a relevant field and experience in the Built Environment, together with registration with the South African Council for the Landscape Architectural Profession (SACLAP) as a Professional Landscape Architect. Must have at least 5 years of experience in the provision of landscaping. Experience will be calculated from the date of registration with a professional body.	
Hydrology Consultant	NQF level 7 degree/advanced diploma in a relevant field and experience in the Built Environment, together with registration as a Professional Natural Scientist with the South African Council for Natural Scientific Professions (SACNASP). Must have at least 5 years of experience in the provision of specialist hydrology or related disciplines. Experience will be calculated from the date of registration with a professional body.	

Acoustic Consultant	NQF level 7 degree/advanced diploma in a relevant field such as engineering, physics, or music, followed by a professional engineering exam to become licensed. Membership of a professional council, such as the Engineering Council of South Africa (ECSA). Must have at least 5 years of experience in the provision of acoustic consulting or related services. Experience will be calculated from the date of registration with a professional body.	
Accessibility Consultant	NQF level 7 degree/advanced diploma in a relevant field such as architecture, engineering, computer sciences, or physics. Professional certifications from organisations such as the International Association of Accessibility Professionals (IAAPA). Must have at least 5 years of experience in the provision of accessibility consulting services. Experience will be calculated from the date of registration with a professional body.	
Environmental Services	NQF level 7 degree/advanced diploma in a relevant field such as architecture, engineering, computer sciences, or physics, and relevant professional certifications. Minimum has at least 5 years of relevant experience. Experience, which will be calculated from the date of registration with a professional body.	
Heritage Consultant	NQF level 7 degree/advanced diploma in a relevant field such as archaeology, architecture and/or conservation, as well as demonstrable professional experience. Minimum 5 Years experience involved in project management, interpretation planning, advising on heritage legislation, and working with architects and archaeologists, which will be calculated from the date of registration with a professional body.	
Traffic Engineer	NQF level 7 degree/advanced diploma in a relevant field, such as MSc Eng (Civil: Transportation), BEng (Civil Eng). Professional certifications from organisations, professional registration with a relevant engineering council, such as the Engineering Council of South Africa (ECSA), and a minimum of 5 years of relevant experience in areas such as road safety, design, and traffic management, which will be calculated from the date of working in the relevant field.	

Service providers must clearly indicate their relevant areas of specialisation in relation to the areas of expertise listed in the schedule above. **(Must use Annexure B)**

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

The appointed consultant is expected to comply with ALL prescribed regulations and standards, which include, but are not limited to:

- National Building Regulation and Building Standards Act 103 of 1977
- Landscape Architectural Profession Act, 2000 (Act No. 45 of 2000),
- Engineering Profession Act, 2000 (Act No. 46 of 2000),
- Project and Construction Management Profession Act, 2000 (Act No. 48 of 2000),
- Quantity Surveying Profession Act, 2000 (Act No. 49 of 2000),
- Planning Professions Act, 2002 (Act No. 36 of 2002),
- Occupational Health and Safety Act, 1993 (Act No 85 of 1993),
- National Environmental Management Act (NEMA), Act No. 107 of 1998 or as amended, and
- SANS 10400.

## **9. EVALUATION CRITERIA**

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

- Phase 1: Compliance with the administrative bid requirements.
- Phase 2: Functionality Evaluation criteria.
- Phase 3: Price and specific goals.

## **10. ADMINISTRATIVE BID REQUIREMENTS**

Prospective service providers should submit the following bid documents together with their bid proposal.

- a) Valid Tax PIN from SARS
- b) CSD report (recent and updated Central Supplier Database report).
- c) Completed and signed all the Standard Bidding Documents (SBD Forms).
- d) CIPC documents (not older than 3 months) of the business with the Companies and Intellectual Property Commission (CIPC).

## **11. MANDATORY REQUIREMENTS**

- a) Valid and active at the time of submission - Professional Indemnity Insurance Cover of not less than R2 million, accredited by the Financial Sector Conduct Authority (FSCA), South Africa, or submission of a letter of intent to obtain Professional Indemnity Insurance Cover with a value of R2 million if you are successful in this process. (Validity of insurance will be confirmed at the time of signing of the SLA and when a specific project is awarded).

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

## **12. COMPULSORY BRIEFING SESSION**

Service providers are required to attend a Compulsory Physical Briefing Session at the:  
100 Old Soutpan Road, Onderstepoort, Pretoria (ARC OVR Campus)

**Date: 25 May 2026 at 11:00am**

**Bidders must arrive at 10:00 am to sign the attendance register.**

**N.B: Bidders who are fifteen (15) minutes late - 11:15 am will not be allowed to enter the ARC Premises for the compulsory briefing session.**

**Non-attendance at the session will result in the disqualification of your bid proposal.**

## **13. CONDITIONS OF BID**

- a) The ARC reserves the right to conduct a site visit to inspect the premises of your company and your clients.
- b) ARC reserves the right to enter into the service level agreement (e.g., PROCOSA) with the successful bidder/s.
- c) Service provider/s cannot subcontract portions of the work, as the ARC is looking to appoint a panel of experts.
- d) Bidders are required to ensure that they have adequate resources to undertake the work under stringent timeframes.
- e) ARC shall not be held liable for injuries to employees or subcontracted employees of the company and/or damages to the service provider's property used in the execution of the work.
- f) On contracting for a project, the service provider will have to submit a safety file to SHEQ for compliance.

## **14. PRICING INFORMATION**

The service provider shall provide a detailed breakdown of costs (VAT inclusive), including, but not limited to, the activities mentioned/outlined in the bid requirements. **(See Annexure A: Pricing instructions).**

## **15. DURATION OF CONTRACT**

The contract will commence on the date the parties sign a formal SLA/Contract and will continue until the conclusion of the five-year contract period.

## **16. BID ENQUIRIES**

For general & technical bid enquiries will be addressed via the PURCO SA website at [www.purcosa.co.za](http://www.purcosa.co.za), under ARC/66/01/2026/2 and please contact Miss Fisokuhle Dlamini of PURCO SA at [Fisokuhle.Dlamini@purcosa.co.za](mailto:Fisokuhle.Dlamini@purcosa.co.za) and Miss Phila Khumalo of ARC at [KhumaloP@arc.agric.za](mailto:KhumaloP@arc.agric.za)

**The deadline for asking questions/any enquiry/clarity is 29 May 2026 at 16:00.**

## **17. RELEVANT EXPERIENCE OF THE SERVICE PROVIDER**

- a) Demonstrate the professional qualifications in the built environment of the consultant to be appointed.
- b) Demonstrate the professional experience and capability of the consultant to be appointed in the built environment.

## **18. FUNCTIONALITY EVALUATION CRITERIA**

- a) The bid proposals will be evaluated using the 90/10 evaluation principle in line with the Preferential Procurement Regulations of 2022.
- b) Bidders who score a minimum functional threshold of 60 out of 100 points on the evaluation criteria will be considered for further evaluation of Price and for specific goals.

<b>Description</b>	<b>Points</b>
<p><b><u>Company Years of Experience</u></b></p> <p>Provide proof of company registration documents and business profile demonstrating the company has been in business for a minimum of 10 years in providing professional services relevant to the proposed services (under evaluation):</p> <p>Demonstrate extensive knowledge and expertise in delivering professional built environment services across the project lifecycle, including planning, design, construction, contract administration, and project management within the public/private sector. Proof must be submitted in the form of a detailed company profile, clearly indicating the list of public and/or private sector entities serviced (Include contract period and start date)</p> <ul style="list-style-type: none"><li>• One (1) to two (2) years' experience: <b>1 point</b></li><li>• Three (3) to five (5) years' experience: <b>2 points</b></li><li>• Six (6) to eight (8) years' experience: <b>3 points</b></li><li>• Nine (9) to ten (10) years' experience: <b>4 points</b></li><li>• More than ten (10) years' experience: <b>5 points</b></li></ul>	<b>30</b>
<p><b><u>References</u></b></p> <p>Bidders are requested to submit five (5) Project Completion Letters from their past clients, including the company name, on company letterhead, with the contact person's name, contact telephone numbers, project amount, and the duration (indicate start and end date of the project/s) of the project completed within the past ten (10) years or more.</p> <ul style="list-style-type: none"><li>• One (1) contactable reference letter with a total contract value of R1 million to R3 million = <b>1 point</b></li><li>• Two (2) contactable reference letters, a total contract value of R4 million to R6 million = <b>2 points</b></li><li>• Three (3) contactable reference letters, a total contract value of R7 million to R10</li></ul>	<b>25</b>

<p>million = <b>3 points</b></p> <ul style="list-style-type: none"> <li>• Four (4) contactable reference letters, a total contract value of R11 to R15 million = <b>4 points</b></li> <li>• Five (5) contactable reference letters, a total contract value of more than R15 million = <b>5 points</b></li> </ul> <p><b>NB: Reference Letters must at a minimum include the Client's name, Contact details, Project description, Duration, and Contract value.</b></p> <p><b>ARC reserves the right to verify references.</b></p>	
<p><b>Team Experience</b></p> <p><b>Years of Experience of the Team Lead</b></p> <p>Bidders are requested to submit – Lead Consultant/s certified copies of relevant qualifications, a detailed CV with contactable reference, and relevant experience. Experience will be calculated based on post-registration with the professional industry body.</p> <ul style="list-style-type: none"> <li>• Lead Consultant/s with two (2) years or less experience = <b>1 point</b></li> <li>• Lead Consultant/s with 3 - 5 years of experience = <b>2 points</b></li> <li>• Lead Consultant/s with 6 - 7 years of experience = <b>3 points</b></li> <li>• Lead Consultant/s with 8 - 9 years of experience = <b>4 points</b></li> <li>• Lead Consultant/s with ten (10) or more years' experience = <b>5 points</b></li> </ul>	<b>20</b>
<p><b>Team Size</b></p> <p>Number of registered professionals in full-time employment of the tendering company relevant to the proposed services. Provide a list. Proof of employment must be available on request:</p> <ul style="list-style-type: none"> <li>• No registered professional = <b>1 point</b></li> <li>• 1 registered professional = <b>2 points</b></li> <li>• 2 registered professional = <b>3 points</b></li> <li>• 3 registered professional = <b>4 points</b></li> <li>• 4 or more registered professional = <b>5 points</b></li> </ul> <p>Registered professional is a qualified person registered with the relevant statutory built environment council who carries the direct technical responsibility for activities related to a project.</p>	<b>10</b>
<p><b>High-Level Project Plan</b></p> <p>The service provider is required to provide a high-level plan on how the consultancy services will be delivered to the ARC within the required timeframe and phases as identified and set out by the South African Council for the Built Environment (CBE), these phases being:</p>	<b>15</b>

- Inception;
- Concept and viability;
- Design development;
- Documentation and procurement;
- Construction;
- Close-out

**HIGH-LEVEL PROJECT PLAN POINTS**

**Project Overview:**

- Project title and brief description
- Engineering objectives and goals
- Scope of work with technical specifications

**Technical Requirements:**

- Detailed engineering specifications
- Design standards and codes to be followed

**Project Timeline:**

- Detailed schedule with phases (design, procurement, construction)

**Resources and Personnel:**

- Team structure (engineers, technicians, subcontractors)
- Required skills and qualifications

**Risk Assessment:**

- Identification of technical and project risks
- Mitigation strategies and contingency plans

**Quality Assurance and Control:**

- Procedures for ensuring compliance with engineering standards
- Inspection and testing plans

**Communication Plan:**

- Reporting structure and frequency

**Compliance and Regulatory Requirements:**

- Relevant industry regulations and compliance checks

**Monitoring and Evaluation:**

- Key performance indicators (KPIs) for engineering metrics
- Review processes to track progress and quality

**Evaluation criteria**

- No project plan provided and/or poor project plan proposed = **1 point**
- The bidder proposed a generic project plan = **2 points**
- The bidder proposed a project plan covering the scope of work = **3 points**
- The bidder proposed an excellent project-specific plan covering the scope of work = **4 points**
- The bidder proposed an excellent project-specific plan covering the scope of work with value-added services = **5 points**

<b>Technical Functional Criteria</b>	<b>Weightings</b>
Total technical/functional	100
Minimum functional threshold	60
Points allocated for price	80
Points allocated for B-BBEE	20
<b>Total points for Price and B-BBEE Preference Points</b>	<b>100</b>

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

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

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

For contracts with a prescribed Rand value, a maximum of 10 points will be allocated for specific goals in this bid as follows:

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

	<b>POINTS</b>
<b>PRICE</b>	<b>90</b>
<b>SPECIFIC GOALS</b>	<b>10</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

**PREFERENTIAL CRITERIA**

Table 1: Specific goals for the tender and points claimed are indicated per the table below.  
 Note to bidders: The bidder must indicate how they claim points for each preference point system).

Specific Goals	Percentage Ownership (%)	Points (20)	Points (10)
51% owned by HDIs (people who had no franchise on national elections prior to 1994)	51%+	6	3
51% owned by Women	51%+	4	2
51% owned by Youth	51%+	4	2
51% owned by People with Disabilities	51%+	2	1
BEE status level: 1 – 4	Level 1-4	2	1
RDP goal	The promotion of enterprise located in Rural Areas	2	1
<b>TOTAL POINTS</b>		<b>20</b>	<b>10</b>

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

## **19. ANNEXURE A**

**ANNEXURE A (Pricing Structure) (SBD 3.3 must be submitted in the Second envelope with Pricing and must not be included with the Technical Proposal)**

### **Pricing strategy**

The following pricing strategies will apply to the panel appointment, and the Professional Service Providers (PSPs) will be remunerated in accordance with the agreed-upon fee structure.

- Percentage-based fee
- Time-Based fee
- Expenses and costs (Disbursements)

#### **a) Percentage-based fee for normal/standard services**

- The fee for normal or standard services will be determined on a project basis (per appointed professional service) and shall be determined using the applicable guideline scope of services and tariff of fees for persons registered with the relevant Built Environment Councils.
- The PSP on the approved panel will be expected to offer a discount on the published guideline fee scales.
- The final fee will be the applicable fee based on published guidelines, less the discount offered.

#### **b) Time-based fee**

- The time-based fees will strictly be according to the professional's level of expertise, skill, and experience for the nature of the work to be performed.
- Time-based fees for services shall be agreed to in writing between the Employer and Professional before commencement of the services.
- Where the parties fail to agree on the proposed hourly rate, the published hourly rates, less the quoted discounts, shall be used.
- Remuneration for other additional services and specialist services will be based on the agreed hourly rates and deliverables based on agreed activity schedules.
- The agreed hourly rates shall remain fixed during the first 12 months of the contract and may be adjusted in the 2nd to 5th years of the contract using the CPI as published by Statistics South Africa.
- The level of construction monitoring will be specified on a project-by-project basis and will be based on the table below:

**Table 1: Level of construction monitoring**

<b>LEVEL OF CONSTRUCTION MONITORING SERVICE REMUNERATION</b>
<b>Level 1:</b> Periodic. Included as part of normal/standard services and no additional fee applicable; however, if additional site visits are required over the average of one visit every two weeks over the duration of the construction, additional remuneration will apply, which will be on a time basis using the agreed hourly rates.
<b>Level 2:</b> Additional Part-time service and remuneration will be paid on a time basis, using the agreed-upon hourly rates.

**c) Expenses and costs (Disbursements)**

- All expenses should be deemed to be included as part of Project Construction Cost-Based Fees and agreed hourly rates.

***The consulting services cost table below must be provided for each area of speciality tendered for, as per Section 8.***

The service provider shall provide a detailed breakdown of costs (VAT inclusive) on company letterhead, including, but not limited to, activities outlined in the bid requirements, as shown in the table below.

**Pricing Schedule to be completed:**

Determined using the applicable guideline scope of services and tariff of fees for persons registered with the relevant Built Environment Councils.

<b>Item No.</b>	<b>Description</b>	<b>Amount / %</b>
1	Professional Fees must be determined on a project's Construction cost of R50 million, excluding VAT (For tender purposes)	R
2	The general discount percentage on Professional Fees must be indicated.	%
Once appointed, project-specific individual fees will be calculated based on the applicable fee as per current professional fee guidelines, minus the indicated percentage discount.		

**NOTE:** The pricing schedule must be completed in full for each service as per **Section 8: AREAS OF SPECIALISATION REQUIRED**

**20. ANNEXURE B (AREAS OF SPECIALISATION TENDERING FOR)**

Area of speciality	Qualifications and experience (Needed)	Indicate Specialist Services with an "X"
Architect	Minimum NQF level 7 degree in Architecture together with registration as a Professional Architect (Pr. Arch) with the South African Council for the Architectural Profession (SACAP). Must have at least 5 years' experience in the provision of architectural services. Experience will be calculated from the date of registration with a professional body.	
Building Project Manager	NQF level 7 degree/advanced diploma in Civil Engineering or Construction Management together with registration as a Professional Engineer (Pr. Eng / Pr. Tech Eng) with the Engineering Council of South Africa (ECSA) or as a Construction Project Manager (Pr. CPM) with the South African Council for the Project and Construction Management Professions (SACPCMP). Must have at least 5 years' experience in the planning, design, project preparation, and project management of the delivery of infrastructure (human settlements, water, sanitation, roads, electricity, housing, waste management, etc.). Experience will be calculated from the date of registration with a professional body.	
Green Building Consultant	NQF level 7 degree/advanced diploma in Architecture, together with registration as an Accredited Professional (AP) through organisations like the GBCSA or LEED, through training in green building rating tools like Green Star, Net Zero, or EDGE. Experience will be calculated from the date of registration with a professional body (e.g. GBCSA).	
Land Surveyor	NQF level 7 degree/advanced diploma in Land Surveying, together with registration as a Professional Land Surveyor with the South African Geomatics Council (SAGC). Must have at least 5 years' experience in the provision of land surveying services. Experience will be calculated from the date of registration with a professional body.	
Town and Regional Planner	NQF level 7 degree/advanced diploma in Town and regional planning, together with registration as a Professional Town Planner with the South African Council for Planners (SACPLAN). Must have at least 5 years of experience in town and regional planning, major building, and civil engineering projects. Experience will be calculated from the date of registration with a professional body.	
Quantity Surveyor	Minimum NQF level 7 degree in Quantity Surveying together with registration as a Professional Quantity Surveyor (Pr. QS) with the South African Council for the Quantity Surveying Profession (SACQSP). Must have at least 5 years' experience in the provision of quantity	

	surveying services. Experience will be calculated from the date of registration with a professional body.	
Structural and Civil Engineer	Minimum NQF level 7 degree in Civil Engineering, together with registration as a Professional Engineer (Pr. Eng) with the Engineering Council of South Africa (ECSA). Must have at least 5 years of experience in the planning, design, project preparation, and project management of the delivery of infrastructure. Experience will be calculated from the date of registration with a professional body.	
Geo-Technical Engineer	NQF level 7 degree/advanced diploma in Civil Engineering or Geotechnical Engineering, or Engineering Geology, together with registration as a Professional Engineer, or as a Professional Natural Scientist with the Engineering Council of South Africa (ECSA) or the South African Council for Natural Scientific Professions (SACNASP). Must have at least 5 years of experience in the provision of geotechnical services; experience will be calculated from the date of registration with the professional body.	
Electrical & Electronic Engineer	NQF level 7 degree/advanced diploma in Electrical/Electronic Engineering together with registration as a Professional Engineer (Pr. Eng / Pr. Tech Eng) with the Engineering Council of South Africa (ECSA). Must have at least 5 years of experience in the planning, design, project preparation, and project management of the delivery of electrical works associated with buildings and other infrastructure services. Experience will be calculated from the date of registration with a professional body.	
Mechanical and Wet Services Engineer	NQF level 7 degree/advanced diploma in Mechanical Engineering together with registration as a Professional Engineer (Pr. Eng / Pr. Tech Eng) with the Engineering Council of South Africa (ECSA). Must have at least 5 years of experience in the planning, design, project preparation, and project management of the delivery of mechanical works associated with buildings and other infrastructure services. Experience will be calculated from the date of registration with a professional body.	
Fire Engineer	NQF level 7 degree/advanced diploma in Engineering, together with registration as a Professional Engineer (Pr. Eng / Pr. Tech Eng) with the Engineering Council of South Africa (ECSA), coupled with fire protection/services training from the Institute of Fire Engineers South Africa. Must have at least 5 years of experience in the planning, design, project preparation, and project management of the delivery of fire engineering works associated with buildings and other infrastructure services. Experience will be calculated from the date of registration with a professional body.	
Construction Health & Safety Agent/ OHS Consultant	NQF level 7 degree/advanced diploma in the Built Environment together with registration as a Professional Construction Health and Safety Agent, Construction Health and Safety Officer (CHSO), or Construction Health and Safety Manager (CHSM) with the South African Council for the Project and Construction Management Professions (SACPCMP). Must have at	

	least 5 years of experience in the provision of health and safety services. Experience will be calculated from the date of registration with a professional body.	
Landscape Architect	NQF level 7 degree/advanced diploma in a relevant field and experience in the Built Environment, together with registration with the South African Council for the Landscape Architectural Profession (SACLAP) as a Professional Landscape Architect. Must have at least 5 years of experience in the provision of landscaping. Experience will be calculated from the date of registration with a professional body.	
Hydrology Consultant	NQF level 7 degree/advanced diploma in a relevant field and experience in the Built Environment, together with registration as a Professional Natural Scientist with the South African Council for Natural Scientific Professions (SACNASP). Must have at least 5 years of experience in the provision of specialist hydrology or related disciplines. Experience will be calculated from the date of registration with a professional body.	
Acoustic Consultant	NQF level 7 degree/advanced diploma in a relevant field such as engineering, physics, or music, followed by a professional engineering exam to become licensed. Membership of a professional council, such as the Engineering Council of South Africa (ECSA). Must have at least 5 years of experience in the provision of acoustic consulting or related services. Experience will be calculated from the date of registration with a professional body.	
Accessibility Consultant	NQF level 7 degree/advanced diploma in a relevant field such as architecture, engineering, computer sciences, or physics. Professional certifications from organisations such as the International Association of Accessibility Professionals (IAAPA). Must have at least 5 years of experience in the provision of accessibility consulting services. Experience will be calculated from the date of registration with a professional body.	
Environmental Services	NQF level 7 degree/advanced diploma in a relevant field such as architecture, engineering, computer sciences, or physics, and relevant professional certifications. Minimum has at least 5 years of relevant experience. Experience, which will be calculated from the date of registration with a professional body.	
Heritage Consultant	NQF level 7 degree/advanced diploma in a relevant field such as archaeology, architecture and/or conservation, as well as demonstrable professional experience. Minimum 5 Years experience involved in project management, interpretation planning, advising on heritage legislation, and working with architects and archaeologists, which will be calculated from the date of registration with a professional body.	
Traffic Engineer	NQF level 7 degree/advanced diploma in a relevant field, such as MSc Eng (Civil: Transportation), BEng (Civil Eng). Professional certifications from organisations, professional registration with a relevant engineering council, such as the Engineering Council of South Africa (ECSA), and a minimum of 5 years of	

	relevant experience in areas such as road safety, design, and traffic management, which will be calculated from the date of working in the relevant field.	
--	--	--

FOR INFORMATION PURPOSES ONLY



SBD 1

**PART A  
INVITATION TO BID**

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

BID NUMBER:	<b>ARC/66/01/2026/2 (Re-Advertisement)</b>	CLOSING DATE:	<b>15 June 2026</b>	CLOSING TIME:	<b>11:00</b>
DESCRIPTION	<b>THE APPOINTMENT OF A PANEL OF BUILT ENVIRONMENT SPECIALIST SERVICES FOR ALL THE ARC OFFICES FOR A PERIOD OF FIVE YEARS.</b>				
	For general & technical bid enquiries will be addressed via the PURCO SA website at <a href="http://www.purcosa.co.za">www.purcosa.co.za</a> , under ARC/66/01/2026/2				

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>	
CONTACT PERSON	<b>Fisokuhle Dlamini</b>	CONTACT PERSON	<b>Ms Phila Khumalo</b>
TELEPHONE NUMBER	<b>011 545 0940</b>	TELEPHONE NUMBER	<b>012 427 9922</b>
E-MAIL ADDRESS	<a href="mailto:Fisokuhle.Dlamini@purcosa.co.za">Fisokuhle.Dlamini@purcosa.co.za</a>	E-MAIL ADDRESS	<a href="mailto:KhumaloP@arc.agric.za">KhumaloP@arc.agric.za</a>

<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

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 <b>THE GOODS /SERVICES /WORKS OFFERED?</b>	<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)?  
 YES  NO

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

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

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

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

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

FOR INFORMATIONAL PURPOSES ONLY

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

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

**2. TAX COMPLIANCE REQUIREMENTS**

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

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

**ANY ENQUIRIES REGARDING THE TECHNICAL QUESTIONS AND BIDDING PROCEDURE MAY BE RESPECTIVELY DIRECTED TO:**

**Contact Person:** Ms Phila Khumalo

**Tel:** 012 427 9922

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

**Contact Person:** Fisokuhle Dlamini

**Tel:** 011 545 0965

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

**For general & technical bid enquiries will be addressed via the PURCO SA website at [www.purcosa.co.za](http://www.purcosa.co.za), under ARC/66/01/2026/2**

All technical enquiries must be forwarded in writing to the above-mentioned, who will act as communicator between the Bidder and ARC to ensure that all Bidders receive the same information.

FOR INFORMATION PURPOSES ONLY

## **TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

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



**SBD 3.3**

**PRICING SCHEDULE – FIRM PRICES**

**(PURCHASES)**

**NOTE: FORM SBD 3.3 MUST BE COMPLETED SEPARATELY AND BE SUBMITTED WITH THE COMPLETED PRICING SCHEDULE.**

FOR INFORMATION PURPOSES ONLY

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

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

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

Full Name	Identity Number	Name of institution	State

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

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

2.2.1 If so, furnish particulars:

.....  
.....

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

**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No \_\_\_\_\_

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

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

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

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

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

FOR INFORMATION PURPOSES ONLY



SBD 5

This document must be signed and submitted together with your bid

## THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

### INTRODUCTION

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

### 1. PILLARS OF THE PROGRAMME

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

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

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$ 10 million.

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

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

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

## **2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

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

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

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

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

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

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

#### **4. PROCESS TO SATISFY THE NIP OBLIGATION**

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

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

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

Bid Number: .....

Closing Date: .....

Name of Bidder: .....

Postal address: .....

.....

Signature: .....

Name (In print): .....

Date: .....

FOR INFORMATION PURPOSES ONLY

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

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

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

---

**1. GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

**2. DEFINITIONS**

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

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

#### 3.1 POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

##### 3.2.1 POINTS AWARDED FOR PRICE

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

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

Where

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

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations,

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

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

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

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

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

Specific Goals	Percentage Ownership (1%)	Points (20)	Points (10)	Number of points claimed (90/10 system) (To be completed by the Bidder)
Ownership by HDIs	51%+	6	3	
Ownership by Women	51%+	4	2	
Ownership by Youth	51%+	4	2	
Ownership by PwD	51%+	2	1	
BEE status	Level 1-4	2	1	
RDP goal	Suppliers located in the Rural Areas (CSD reports will be used to verify the address)	2	1	
<b>TOTAL POINTS</b>		<b>20</b>	<b>10</b>	

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

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

2. VAT registration number: .....

3. Company registration number: .....

4. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

5. DESCRIBE PRINCIPAL ACTIVITIES

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

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

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

arrangements due to such cancellation;

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

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

FOR INFORMATION PUR



## **ADHERENCE TO THE ARC'S CODE OF ETHICS**

### **1. INTRODUCTION**

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

### **2. POLICY**

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

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

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

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

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

### **3. CULTURE**

- 3.1 Adherence to laws, policies and procedures, the prevention and detection of fraud and corruption and the protection of ARC's assets is every stakeholder's responsibility.
- 3.2 Council members, Audit Committee members, all employees are expected to carry out their duties to the best of their ability for the benefit of the ARC and not to take advantage of any situation for personal gain, for themselves, members of their family or friends.

### **4. CODE OF ETHICS AND FRAUD PREVENTION STATEMENT**

- 4.1 Members of the public, suppliers, contractors and partners are expected to act with integrity in their business dealings with the ARC and not to behave dishonestly to the detriment of the ARC.
- 4.2 The ARC has set up a secure and confidential framework, within which any employee, member of the public, suppliers, contractors, partners are encouraged to raise concerns if they know of or suspect that the following is about to occur or has occurred:
- Fraud;
  - Corruption;
  - Abuse of assets;
  - Irregular transaction are taking place;
  - Fruitless expenditure has been incurred;
  - Endangering of an individual's health and safety;
  - A violation of applicable laws, rules, policies or regulations of the Code of Ethics.
- 4.3 The ARC will ensure that any allegations received are taken seriously and investigated in an appropriate manner.
- 4.4 The ARC will deal firmly with those who act dishonestly. Following proper investigation, appropriate disciplinary action and / or criminal proceedings will be instigated.
- 4.5 Suppliers, contractors and partners acknowledge that they have read and understood relevant sections of the Code of Ethics policies, procedures and laws applicable to them.

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

Free Call Telephone Number: 0800 000 604

Free Call Facsimile Number: 0800 007 788

E-mail: [arc@tip-offs.com](mailto:arc@tip-offs.com)

“Please call me” number: 32840

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

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

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

I, the undersigned.....

in my capacity as an authorized representative

of .....registration

number .....

**HEREBY ACKNOWLEDGE:**

1. That I have been explicitly informed of and consequently an fully aware of the fact that:

a) I must adhere to sections of the ARC Code of Ethics, supply chain policy and laws that apply to me as a supplier or contractor;

b) I will report to the ARC any violations and contraventions of its Code of Ethics, policies, procedures that I may become aware of;

c) Failure to adhere to (a) and (b) above will result in the cancellation of my contract with the ARC and the ARC in its sole judgement may pursue any other legal action it deems appropriate.

NAME(S): (BLOCK LETTERS) .....

CAPACITY of authorized agents: .....

SIGNATURE(s) of authorized agents: .....

SIGNED AT ..... on this ..... day of .....

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

1. ....

2. ....

FOR INFORMATION PURPOSES ONLY

**THE NATIONAL TREASURY**

**Republic of South Africa**



---

**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**

**July 2010**

## GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

The following items shall be interpreted as indicated:

- 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids
- 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encourage to market its products internationally.
- 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 “Day” means calendar day
- 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specific store or depot or on the specified site in compliance with the conditions of

the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

- 1.11 “Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, by is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and / or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his sub-contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where goods covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site”, where applicable, means the place indicated in bidding documents.

- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa
- 1.23 “SCC” means the Special Conditions of Contract
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 “Tort” means in breach of contract.
- 1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility of all aspects of the project and delivers the full end product / service required by the contract
- 1.28 “Written” or ‘in writing” means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

### **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria, 0111, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

### **4. Standards**

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

### **5. Use of contract documents and information inspection**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's written consent, make use of any document or information mentioned in the GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

## **7. Performance Security**

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

## **8. Inspections, tests and analysis**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any PHASE during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 Is there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that

inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analysis shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- a) Performance or supervision of on-site assembly and / or commissioning of the supplied goods;
  - b) Furnishing of tools required for assembly and / or maintenance of the supplied goods;
  - c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - d) Performance or supervision or maintenance and / or repair to the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - e) Training of the purchaser's personnel, at the supplier's plant and / or on-site, in assembly, start-up, operation, maintenance, and / or repair of the supplied goods.

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

**16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

- 17.1 prices charged by the supplier for goods delivered and service performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

**18. Variation orders**

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

**19. Assignment**

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

**20. Subcontracts**

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under the contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relive the supplier from any liability or obligation under the contract.

**21. Delays in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchase shall evaluate the situation and may at his discretion extend by the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or service from a national department, provincial department or a local authority.

21.4 The right is reserves to procure outside of the contract small quantities or to have minor essential services executed is an emergency arises, the supplier's point of supply is situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

21.6 Upon any delay beyond the delivery period in the case of a supplier contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as

may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 Is a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the supplier and / or person restricted by the purchaser;
  - (ii) The date of commencement of the restriction
  - (iii) The period of restriction; and
  - (iv) The reasons for the restriction.
- 23.7 If a court of law convicts a person of an offense as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act no 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed in the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

#### **24. Anti-dumping and countervailing duties and rights**

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

## **25. Force Majeure**

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

## **26. Termination for Insolvency**

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

## **27. Settlement of disputes**

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

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

**28. Limitation of Liability**

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

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

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

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

## **32. Taxes and Duties**

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

## **33. Transfer of contracts**

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

## **34. Amendments of contracts**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act no. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 Of a bidder(s) or contractor(s), based in reasonable grounds or evidence obtained by the purchase, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No 89 of 1998.
- 34.3 Is a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.