



Excellence in Research and Development

AGRICULTURAL RESEARCH COUNCIL

INVITATION TO SUBMIT RFP:

RFP NO: ARC/23/12/2023

REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR INFRASTRUCTURE DEVELOPMENT AND SUPPLY OF FERTILE EGGS FOR DEVELOPMENT OF PARENT STOCK PRODUCTION CENTERS.

Technical Enquiries:

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

COMPULSORY BRIEFING SESSION:

VENUE: KGORA TRAINING CENTRE IN MAHIKENG NORTH WEST

TIME: 11:00 AM

DATE: 24 JANUARY 2024

CLOSING DATE: 09 FEBRUARY 2024 TIME: 11:00 AM

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



TENDER SUBMISSION

Completed and sealed tender submissions reflecting “ARC/23/12/2023 and the name of the tenderer” must be deposited into the Tender Box located at **Old Olifantfontein Road, Main Building, Irene, Pretoria** for the attention of: “Supply Chain Management”, by no later than **11:00 (eleven o'clock) on 09 February 2024**.

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

Bidders are requested to submit one (1) complete document into the tender box (Original for functionality proposal including financial proposal) and prepare three (3) copies of bid document. A USB of the bid document must be submitted.



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TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR INFRASTRUCTURE DEVELOPMENT AND SUPPLY OF FERTILE EGGS FOR DEVELOPMENT OF PARENT STOCK PRODUCTION CENTERS.

1. INTRODUCTION AND BACKGROUND

The Agricultural Research Council (ARC) is a research science institution that conducts research, develop human capital, foster innovation and transfer technology to develop the agricultural sector.

2. OBJECTIVE

To appoint a reputable service provider to assist with infrastructure development and supply of fertile eggs for development of parent stock production centers.

Access to seed stock in the form of chicks for broiler and laying hens for egg production is an important barrier to entry to poultry value chains. To mitigate this risk, DALRRD initiated a poultry breeding project, starting with the establishment of a high throughput hatchery (producing 50 000 chicks per week) at Kgora Training Centre in Mahikeng, North West.

3. SCOPE OF WORK EXTENT OF WORK

Specification for development of mini hatchery at Kgora Training Centre in Mahikeng North West.

Appointed Service provider will be responsible for supply and delivery of below listed items:

No	Deliverable	Description	Quantity	Unit price (R)	Total Cost
1.	INSTALLATION OF INCUBATORS	Supply and install new Hatchery set			

		<ul style="list-style-type: none"> • Capacity of 50 000 chicks per cycles • Machine must be manufactured in South Africa • Egg grader machine (2000 per hour) 			
2.	RENOVATION OF EXISTING HATCHERY	<p>Renovation of three rearing (corrugated iron) houses 5mx8m</p> <ul style="list-style-type: none"> • Replace curtains for 3 houses • Controlled heat/cold environment • 10 bell drinker for each house • 10x tube feeder for each house • Solar operated heating and cooling for each house • Six 50mm x 50mm x 10mm foot baths for: small gate and main gate and houses • Insulator for each house • Fix all the leaks around the house and doors 			
3.	BATHROOM AND CHANGE ROOMS	Supply and install Bathroom/change rooms for the hatchery			

		<ul style="list-style-type: none"> • Separate rooms for males and females (8 m x3 m) • Showers with glass doors • Separate showers for males and females (standard size) • Separate toilet for male and female • Separate lockers for male and female • Floor and walls must be tiled 			
4.	STAFF CANTEEN LAUNDRY	Supply and install hatchery mini kitchen <ul style="list-style-type: none"> • Install kitchen cupboards • Install and connect electricity four plate stove • Double zinc • One Kitchen table with 6 chairs • Floor and walls must be tiled 			
5.	FENCING AND ACCESS CONTROL MEASURES FOR BIOSECURITY	Supply and install heavy duty Clearview fence around the mini hatchery <ul style="list-style-type: none"> • Length 160 M 			

		<ul style="list-style-type: none"> • Height 1.8 m 			
6.	PAVING	Install paving around the mini hatchery <ul style="list-style-type: none"> • Size, 800m² 			
7.	MORTALITY INCINERATOR	Construct Mortality incinerator <ul style="list-style-type: none"> • Medium capacity animal incinerator with temperature monitoring and low ash residue 			
8.	APPLIANCES AND EQUIPMENT	Supply appliances for hatchery <ul style="list-style-type: none"> • Refrigerator for the kitchen (1x 230 litres refrigerator) • Refrigerator for vaccines (1x 130 Litres standard size) • Microwave for kitchen (1x 200 litre microwave) • 2 x Automated washing machines for laundry • Diesel pressure cleaner • 10 x thermometers • 4 x programmed cell phones 			

		linked to the hatchery			
9.	DISPATCH ROOMS	Supply and Install Dispatch room <ul style="list-style-type: none"> • 3mx3m panel structure • Three (3) brooders of 600 chicks capacity • air-conditioned 			
10	ALTERNATIVE ENERGY SUPPLY	Install complete solar power – 16kW solar system with 3x 5120Wh batteries and 6x 565W Panels <ul style="list-style-type: none"> - Solar Panel Installer with a PV GreenCard - Issue a GreenCard for installation approved by insurance companies - Issue a Certificate of Completion for Solar installation and electric work - Uninterrupted power supply 			
11	PPE	Supply durable SABS approved PPE for hatchery staff	8 persons x 5 sets (boots, overall, safety goggles, disposable		

			gloves, hairnet, dust masks, full face shield and rubber ephrons)		
12.	SUPPLY OF FERTILE EGGS	Supply fertile eggs for three months • Supply a batch of 66 000 of fertile eggs per month	198 000		
		Total excluding Vat @ 15%			
		VAT @ 15%			
		Total Price including VAT @ 15%			

4. Location of business area

- Kgora Training Centre in Mahikeng North West

5. EXPECTED DELIVERABLES

- Issue a Certificate of Completion for Solar installation and electric works
- Supply and Install hatchery machines
- Supply fertile eggs
- Fully functional and secured hatchery units

6. DURATION OF THE PROJECT

- Renovations must be completed within a period three (3) months
- Supply and delivery of fertile eggs within a period three (3) months.

7. EVALUATION CRITERIA

The evaluation for this bid will be carried out in the following FOUR (4) phases

- Phase 1: Pre-Compliance
- Phase 2: Mandatory requirements
- Phase 3: Functionality Criteria
- Phase 4: Price and Specific goals

7. 1 PHASE 1:PRE-COMPLIANCE

During this phase bid documents will be reviewed to determine the compliance with SCM Returnable documents, tax matters and whether proof of registration on Central Supplier Database (CSD) has been submitted with the bid documents at the closing date and time of the bid. Bids which do not satisfy the compliance criteria will not be evaluated further.

The bid proposal will be screened for compliance with administrative requirements as indicated below

ITEM NO.	ADMINISTRATIVE REQUIREMENTS	CHECK/COMPLIANCE
1	Master Bid Document	Provided and bound
2	SCM - SBD 1 - Invitation to Bid	Completed and signed
3	SBD 3.3 and Annexure A Pricing Schedule	Fully Completed
4	SCM - SBD 4 – Bidders Disclosure	Completed and signed
5	SBD 6.2 Annexure C, Local Content of 100%	Completed SBD 6.2 and Annexure C
6	Completed and signed	Attached CSD registration number/ Proof of CSD registration and/or SARS Tax Pin
7	Tax Compliance and CSD Registration	Attached CSD registration number/ Proof of CSD registration and/or SARS Tax Pin
8	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Completed and signed
9	In case of bids where Consortia / Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable

7.2 MANDATORY REQUIREMENTS

	MANDATORY REQUIREMENT	ATTACH PROOF
1	Below CIDB grading are required: <ul style="list-style-type: none">• CIDB grading of 2 GB• CIDB grading of 2 SO• CIDB grading of 2 EB or EP	
2.	Professional Insurance Indemnity of more than 1 million	
3.	COMPULSORY BRIEFING SESSION	
4.	Valid Compensation for Occupation Injuries and Diseases Act (COIDA) certificate	

NB: Tenderers whose CIDB registration expires within the tender validity period, need to demonstrate that there is a reasonable chance of being registered in the appropriate grading designation during the tender evaluation period, by submitting a copy of their timely application for CIDB registration, with their tender submission. Quotations received from such tenderers who are not capable of being registered in the required contractor designation, within 10 working days after either expiry of their registration or after being requested to provide proof of registration, will be considered non-responsive. Note that in terms of the Construction Industry Development Board Act, 2000 (Act No. 38 of 2000) a registered contractor must apply for renewal of registration three months before the existing registration expires.

Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019, are not eligible to have their quotations evaluated.

For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer lists in the table below the margins it considers reasonable. However, in the event that the sum tendered exceeds the margins shown then such tender shall be deemed non-responsive

Joint Ventures are eligible to submit quotations provided that: - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the

class of construction works under consideration and possesses the required recognition status; and - the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a GB class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019.

NB: Bidders who fail to comply with Mandatory requirements will not be evaluated further and will be disqualified.

7.3 PHASE 3: FUNCTIONALITY CRITERIA

FUNCTIONALITY CRITERIA

The bidder must score a minimum of **70%**, during phase 3 (functionality/technical) of the evaluation to qualify for Phase 4 of the evaluation where only points for price and Specific goals will be considered.

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

0 = No information submitted, 1 = Poor; 2 = Fair; 3 = Average; 4 = Good; 5 = Excellent

GUIDELINE FOR CRITERIA EVALUATION	FUNCTIONALITY	WEIGHT
REFERENCE LETTERS (20%)	Bidders must have completed one (1) or more similar projects within the Poultry Industry, which include Supply and Delivery of Equipment, Construction, and Building Renovation for a Poultry House or Hatchery .	
	PRICES INCLUSIVE OF (VAT)	Points
	Bidder with at least 1 REFERENCE LETTERS FOR SIMILAR PROJECTS WITHIN THE POULTRY INDUSTRY, WHICH INCLUDE SUPPLY AND DELIVERY OF EQUIPMENT, CONSTRUCTION, AND BUILDING RENOVATION FOR A POULTRY HOUSE OR HATCHERY over R1 000 000 each	5
	Bidder with at least 2 REFERENCE LETTERS FOR SIMILAR PROJECTS WITHIN THE POULTRY INDUSTRY, WHICH INCLUDE SUPPLY AND DELIVERY OF EQUIPMENT, CONSTRUCTION, AND BUILDING RENOVATION FOR A POULTRY HOUSE OR HATCHERY over R1 000 000 each	4
	Bidder with at least 3 REFERENCE LETTERS FOR SIMILAR PROJECTS WITHIN THE POULTRY INDUSTRY, WHICH INCLUDE SUPPLY AND DELIVERY OF EQUIPMENT, CONSTRUCTION, AND BUILDING RENOVATION FOR A POULTRY HOUSE OR HATCHERY over R1 000 000 each	3
	Bidder with at least 4 REFERENCE LETTERS FOR SIMILAR PROJECTS WITHIN THE POULTRY INDUSTRY, WHICH INCLUDE SUPPLY AND DELIVERY OF EQUIPMENT, CONSTRUCTION, AND BUILDING RENOVATION FOR A POULTRY HOUSE OR HATCHERY over R1 000 000 each	2

	Bidder with at least 5 REFERENCE LETTERS FOR SIMILAR PROJECTS WITHIN THE POULTRY INDUSTRY, WHICH INCLUDE SUPPLY AND DELIVERY OF EQUIPMENT, CONSTRUCTION, AND BUILDING RENOVATION FOR A POULTRY HOUSE OR HATCHERY over R1 000 000 each	1	
	No information provided	0	
GUIDELINE FOR CRITERIA EVALUATION	FUNCTIONALITY		WEIGHT
Key staff Experience (Weight 30%)	<p>General experience, level of education and training Civil Engineer must be registered with ECSA (Valid Certificate) with at least 5 year of experience in general building and building construction. Mechanical Engineer must be registered with ECSA (valid certificate) with at least 5 year of experience in electrical works, Solar Panel Installer with a PV GreenCard must have 2 years' experience in solar installation, Site Manager must have at least a National Diploma in Civil Engineering (NQF level 6) recognized by South African Qualifications Authority (SAQA) with 3 years relevant Experience. The Foreman must have at least a Higher certificate (NQF Level 5) in Building or Civil Engineering recognized by SAQA with 3 years relevant experience, Safety Officer must have a Health and Safety qualification and be registered with South African Council for the Project and Construction Management Professions (SACPCMP) with 3 years relevant Experience, Qualified Plumber with trade certificate must have at least a matric certificate with 3 years relevant experience.</p>		
			Points
	Civil and Mechanical Engineer + the 6 mention Key staff personnel with the relevant experience as listed above		5
	Civil and Mechanical Engineer + the 4 mention Key staff personnel with the relevant experience as listed above		4
	Civil and Mechanical Engineer + the 3 mention Key staff personnel with the relevant experience as listed above		3
	Civil and Mechanical Engineer the 2 mention Key staff personnel with the relevant experience as listed above		2
	Civil and Mechanical Engineer the 1 mention Key staff personnel with the relevant experience as listed above		1
	No information provided		0

30

GUIDELINE FOR CRITERIA EVALUATION	FUNCTIONALITY	WEIGHT														
Detailed Project Plan linked to Deliverables	<p>The Project Execution Proposal is expected to outline the following aspects:</p> <p>1.Organogram & Company Profile (key personnel) 2.Bidder's Approach/Methodology 3. Bidders Experience to executing a project of this nature and profile. 4. Gant Chart indicating delivery time frame. 5. Risk management.</p> <table border="1"> <thead> <tr> <th>PRICES INCLUSIVE OF (VAT)</th><th>Points</th></tr> </thead> <tbody> <tr> <td>Five points to be allocated to a bidder who has presented/submitted all Five (5) outlined aspects.</td><td>5</td></tr> <tr> <td>Four points to be allocated to a bidder who has only presented/submitted only Four (4) outlined aspects</td><td>4</td></tr> <tr> <td>Three points to be allocated to a bidder who has only presented/submitted only three (3) outlined aspects.</td><td>3</td></tr> <tr> <td>Two points to be allocated to a bidder who has only presented/submitted only two (2) outlined aspects.</td><td>2</td></tr> <tr> <td>One point to be allocated to a bidder who has only presented/submitted only one (1) outlined aspect</td><td>1</td></tr> <tr> <td>No information provided</td><td>0</td></tr> </tbody> </table>	PRICES INCLUSIVE OF (VAT)	Points	Five points to be allocated to a bidder who has presented/submitted all Five (5) outlined aspects.	5	Four points to be allocated to a bidder who has only presented/submitted only Four (4) outlined aspects	4	Three points to be allocated to a bidder who has only presented/submitted only three (3) outlined aspects.	3	Two points to be allocated to a bidder who has only presented/submitted only two (2) outlined aspects.	2	One point to be allocated to a bidder who has only presented/submitted only one (1) outlined aspect	1	No information provided	0	20
PRICES INCLUSIVE OF (VAT)	Points															
Five points to be allocated to a bidder who has presented/submitted all Five (5) outlined aspects.	5															
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One point to be allocated to a bidder who has only presented/submitted only one (1) outlined aspect	1															
No information provided	0															
GUIDELINE FOR CRITERIA EVALUATION	FUNCTIONALITY	WEIGHT														
Detailed Proposal linked to Deliverables	<p>The Project Execution Proposal is expected to outline the following aspects:</p> <p>1.Construction / renovations – renovations of hatchery, Kitchenette, Change room Facility with Engineering Designs/Floor Plan, Paving with all Material Requirements, and priced BOQ</p> <p>2. Supply, Delivery, and Installation of ALL Equipment for the Hatchery - provide detailed specification and images of the machinery.</p> <p>3. Alternative Energy (Solar)- provide proof of assessment done to determine solar ability to power the facility during load shedding</p> <p>4.proper plan with dimensions and engineering diagrams for Construction of Mortality incinerator</p> <p>5. Supply of fertile eggs- proof in a form of a letter or SLA from primary producer guaranteeing supply.</p>															

		Points	
	Five points to be allocated to a bidder who has presented/submitted all Five (5) outlined aspects.	5	30
	Four points to be allocated to a bidder who has only presented/submitted only Four (4) outlined aspects	4	
	Three points to be allocated to a bidder who has only presented/submitted only three (3) outlined aspects.	3	
	Two points to be allocated to a bidder who has only presented/submitted only two (2) outlined aspects.	2	
	One point to be allocated to a bidder who has only presented/submitted only one (1) outlined aspect.	1	
	No information provided	0	
TOTAL POINTS ON FUNCTIONALITY			100

NB: Bidders that do not obtain a **minimum score of 70%** for functionality will be disqualified and will not be evaluated further on price as per the formula from National Treasury.

7.4 PHASE 4 PRICE AND SPECIFIC GOALS

Preference point system applicable for this bid is **80/20** for procurement of goods and service below and equal to R50 million rands.

SPECIFIC GOALS

In line with the Preferential Procurement Regulations 2022, a preference point system must be followed, where: For contracts with a prescribed Rand value, a maximum of 20 points will be allocated for specific goals in this bid as follows

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

	SPECIFIC GOALS	POINTS
1	HDI's Who had no franchise on national elections before the 1983 and 1993 constitution	8
2	Who are women	4
3	Who is a youth	4
4	Who has a disability	2
5	Implementation of RDP goals (Promotion of SMME'S)	2
TOTAL FOR SPECIFIC GOALS		20

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

The points scored by a tenderer in respect of SPECIFIC GOALS contemplated in section 5, read with section 2(1)(b)(i) and (ii) and 2(1)(c), of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), and with effect from 16 January 2023. Made the regulations set out in the Preferential Procurement Regulations 2022 Schedule section 2(1)(e) of the Act an organ of state must, in the invitation to submit tenders, clearly specify the specific goals for which a point may be awarded, must be added to the points scored for price.

8. BID SUBMISSION REQUIREMENTS

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

1. The service provider must draft a table of contents which will indicate where each document is located in the proposal.
2. The proposal shall consist of one master original document, and must clearly indicate the Prices on SBD 3.1
3. Project reference specifying the role played by the service provider in the listed projects or Assignments, project value and the duration of the project (start and end date).
4. A detailed Project Plan with clear indication of who will be responsible for the management of the assignment as well as its execution. The allocation of team members on the assignments should be based on the experience in delivering the scope of work as listed.
5. Standard bidding documents (SBD1, 3.1, 4, 6.1).
6. Copy of Central Supplier Database (CSD) report/ SARS Tax Status Pin.

9. LEGISLATIVE FRAMEWORK OF THE BID

Tax Legislation

1. Bidder must at all times attempt to be compliant when submitting proposal to ARC and remain Compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

2. Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R500 000 has been exceeded in the past 12-month period. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of the bid.
3. SARS Tax Status Pin requirements/ or Central Supplier Database (CSD) number or report must be provided.
4. Supplier must be compliant with Meat Safety Act: Poultry
5. Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

10. PROCUREMENT LEGISLATION

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

PRIVACY AND PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 protecting personal information is important to the Department of Forestry, Fisheries, and the environment. To do so, DFFE follows general principles in accordance with applicable privacy Laws and the Protection of Personal Information Act 4 of 2013 (POPIA).

1. ARC'S role as the responsible party is, amongst others to process personal information for the intended purpose for which it was obtained and in line with legal agreements with its respective/ prospective services providers and third parties
2. ARC will process personal information only with the knowledge and authorisation of the Bidder/respondent and will test personal information which comes to its knowledge as Confidential and will not disclose it, unless so required by law or subject to the exception Contained in the POPIA.
3. ARC reserves all the rights afforded to it by the POPIA in the processing of any of its Information as contained in this bid and the bidder/respondent is required

to comply with all Prescripts as detailed in the POPIA relating to all information concerning ARC.

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

11. SPECIAL CONDITIONS OF CONTRACT.

1. The bidder will be required to provide a weekly report of work done and milestones achieved
2. Supplier must be compliant with Meat Safety Act: Poultry
3. **WARRANTY** Equipment / works should have a 1-year (12 months) guarantee on the mechanical components, electrical components and cover repair and replacement parts.
4. The contractor shall provide a progress report on a weekly basis and where progress is not satisfactory Procurement Policy and Guidelines will guide the outcomes.
5. All the conditions specified in the General Conditions of Contract (GCC) will apply and where Conditions in the special conditions of contract contradicts the conditions in the general conditions of contract the special conditions of contract will prevail.
6. Letter of Authority to sign documents on behalf of the company.
7. The proposals should be submitted with all required information containing technical information.
8. Bidders failing to meet pre-compliance, mandatory requirements, and functionality Minimum score will automatically be disqualified.
9. Service providers are requested to submit a Central supplier registration report to claim for specific goals
10. SBD 6.1 must also be duly completed, signed, and submitted alongside the bid to claim preference points. Failure to do so will result in B-BBEE preference points being forfeited.

11. If the application is made by a Joint Venture or Partnership, the accreditation credentials in name of joined entities should be submitted. Members in the joint venture must meet the requirement of the proposal.
12. Poor or non-performance by the bidder will result in cancellation of works orders.

12 SUB-CONTRACTING CONDITIONS/ REQUIREMENTS

1. In a case a tenderer is intending to sub-contract portion of work, such tenderer awarded a contract may only enter into sub-contracting arrangements with the approval of the department. In relation to a designated sector, a contractor will not be allowed to subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
2. The contractor is not allowed to sub-contract more than 25% of the contract value after award to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

8. PAYMENT TERMS

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.

13. COMPULSORY SITE MEETING

Date: 24 January 2023

Time: 11:00 AM

Venue: Kgora Training Centre in Mahikeng, North West

14. CONTACT PERSON FOR ENQUIRIES

Technical Enquiries

Name: Dr. Daniel Motiang
Email: Dan@arc.agric.za

SCM Enquiries

Name: Mr Nkateko Khosa
Email: khosan@arc.agric.za

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (AGRICULTURAL RESEARCH COUNCIL)				
BID NUMBER:	ARC/23/12/2023	CLOSING DATE:	09 FEBRUARY 2024	CLOSING TIME: 11:00 AM
DESCRIPTION	REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR INFRASTRUCTURE DEVELOPMENT AND SUPPLY OF FERTILE EGGS FOR DEVELOPMENT OF PARENT STOCK PRODUCTION CENTERS.			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)				
BID VALIDITY: 120 DAYS				
ARC MAIN BUILDING (ANIMAL PRODUCTION)				
OLD OLIFANSFONTEIN ROAD , IRENE, PRETORIA, 0062				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Nkateko Khosa	CONTACT PERSON	Dr. Daniel Motiang	
TELEPHONE NUMBER	012 672 9371/ 9111	TELEPHONE NUMBER	012 672 9147	
FACSIMILE NUMBER		FACSIMILE NUMBER		
E-MAIL ADDRESS	khosan@arc.agric.za	E-MAIL ADDRESS	Dan@arc.agric.za	
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <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 ENCLOSURE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS				
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.				

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

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

DATE:

BID VALIDITY: 120 DAYS

Department: Supply Chain Management

Contact Person: Mr Nkateko Khosa

Tel: 012 672 9371/ 9111

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

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

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

SBD4

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

SBD4

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not	100



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

2. DEFINITIONS

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



3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

Percentage Ownership by HDI'S	Points (8)	Percentage Ownership by Women	Points (4)	Percentage Ownership by Youth	Points (4)
91-100%	8	81-100	4	81-100	4
81-90	7	51-80	3	51-80	3
71-80	6	31-50	2	31-50	2
61-70	5	1-30	1	1-30	1
51-60	4	0%	0	0%	0
41-50	3				
21-40	2				
1-20	1				
0%	0				

Percentage Ownership by People with Disability	Points (2)	RDP Goals	Points (2)
51-100	2	The promotion of enterprise located in rural	2



		areas.	
1-50	1	0%	0
0%	0		

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES		NO	
-----	--	----	--

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
Black people		
Black people who are youth		



Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole property
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider



Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES

1.
2.

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

DATE:

ADDRESS

.....



DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrialdevelopment/ip.jsp> at no cost.

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. “**bid**” includes written price quotations, advertised competitive bids or proposals;
- 2.2. “**bid price**” price offered by the bidder, excluding value added tax (VAT);
- 2.3. “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. “**designated sector**” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. “**duly sign**” means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. “**imported content**” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. “**local content**” means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. “**stipulated minimum threshold**” means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	%
_____	%
_____	%

4. Does any portion of the services, works or goods offered

have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

YES		NO	
-----	--	----	--

5.1. If yes, provide the following particulars:

(a) Full name of auditor:

(b) Practice number:

(c) Telephone and cell number:

(d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/pisp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

Local Content Declaration - Summary Schedule

(C1)	Tender No.
(C2)	Tender description:
(C3)	Designated product(s)
(C4)	Tender Authority:
(C5)	Tendering Entity name:
(C6)	Tender Exchange Rate:
(C7)	Specified local content %

Tender summary		Tender Qty	Total tender value	Total exempted imported content	Total Imported content	(C16)	(C17)	(C18)	(C19)	(C20)
Item	Value									
1	R									
2	R									
3	R									
4	R									
5	R									
6	R									
7	R									
8	R									
9	R									
10	R									
11	R									
12	R									
13	R									
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Signature of tenderer from Annex B

<p>(222) Total Tender value net of exempt imported content</p>	<p>R</p>
<p>(C21) Total Exempt imported content</p>	<p>R</p>
<p>(C23) Total Imported content</p>	<p>R</p>



ADHERENCE TO THE ARC'S CODE OF ETHICS

1. INTRODUCTION

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

2. POLICY

- 2.1 The ARC's vision is to provide Excellence in Agricultural Research and Development.
- 2.2 The ARC will do everything possible to promote honesty, integrity and to adhere to all applicable laws in everything it does and is committed to the prevention, deterrence, detection and investigation of all forms of non-adherence to policies, laws and the Code of Ethics.
- 2.3 ARC Council members, Audit Committee members and employees at all levels are expected to adopt the highest standards of propriety and accountability. These standards are also expected from organisations that the ARC deals with such as suppliers, contractors, customers, partners, etc.
- 2.4 If it is established that suppliers, contractors, customers and partners have engaged in corrupt, dishonest, fraudulent activities or have contravened the supply chain policy of the Code of Ethics in competing or executing the contract awarded, the ARC will immediately terminate the contract. Any supplier, contractor, partner or officer representing any of the entities if found guilty of any of the above they will be declared ineligible to supply goods, works and services to the ARC under any



programmes or projects managed and administered by the ARC on behalf of its clients.

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

3. CULTURE

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

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

4. CODE OF ETHICS AND FRAUD PREVENTION STATEMENT

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

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

- Fraud;
- Corruption;
- Abuse of assets;
- Irregular transaction are taking place;
- Fruitless expenditure has been incurred;



- Endangering of an individual's health and safety;
- A violation of applicable laws, rules, policies or regulations of the Code of Ethics.

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

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

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

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

Free Call Telephone Number: 0800 000 604

Free Call Facsimile Number: 0800 007 788

E-mail: arc@tip-offs.com

“Please call me” number: 32840

Tip-offs anonymous url: www.tip-offs.com

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

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

I, undersigned
..... in my



capacity as an authorised representative of
..... registration number
.....

HEREBY ACKNOWLEDGE:

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

NAME(s): (BLOCK LETTERS)

CAPACITY of authorised agents:

SIGNATURE(s) of authorised agents:

SIGNED AT on this day of

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

1.

2.



THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010



GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following items shall be interpreted as indicated:

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



1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specific store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 “Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, by is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and / or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his sub-contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where goods covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.



1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site”, where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organisation purchasing the goods.

1.22 “Republic” means the Republic of South Africa

1.23 “SCC” means the Special Conditions of Contract

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 “Tort” means in breach of contract.

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

1.28 “Written” or ‘in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.



- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

4. Standards

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

5. Use of contract documents and information inspection

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



5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance Security

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country, or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- b) A cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analysis

8.1 All pre-bidding testing will be for the account of the bidder.



8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.

8.3 Is there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analysis shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation,



rough handling during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- Performance or supervision of on-site assembly and / or commissioning of the supplied goods;
- 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 authorised in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the 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 if an emergency arises, the supplier's point of supply is situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplier contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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



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

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

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

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

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

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

- (i) The name and address of the supplier and / or person restricted by the purchaser;
- (ii) The date of commencement of the restriction



(iii) The period of restriction; and
(iv) The reasons for the restriction.

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

24. Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidised import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to 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 contact 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, licence fees, etc. incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. Transfer of contracts

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

34. Amendments of contracts

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act no. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 Of a bidder(s) or contractor(s), based in reasonable grounds or evidence obtained by the 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.





SUPPLIER MAINTENANCE:

Head Office Only	
Captured By:	_____
Date Captured:	_____
Authorised By:	_____
Date Authorised:	_____
Supplier code:	_____
Enquiries. :	
Tel. No.: _____	

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post. Please ensure information is validate as per required bank screens .

I/We understand that bank details provided should be exactly as per the records held by the bank.

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

Company / Personal Details			
Registered Name			
Trading Name			
Tax Number			
VAT Number			
Title:			
Initials:			
First Name:			
Surname:			
Postal and Street Address Detail of the Company / Individual			
Postal Address			
Street Address			
Postal Code	_____		
New Detail			
<input type="checkbox"/> New Supplier information	<input type="checkbox"/> Update Supplier information		
Supplier Type:	<input type="checkbox"/> Individual <input type="checkbox"/> Company <input type="checkbox"/> CC	<input type="checkbox"/> Department <input type="checkbox"/> Trust <input type="checkbox"/> Other (Specify)	<input type="checkbox"/> Partnership
Department Number	_____		

