



AGRICULTURAL RESEARCH COUNCIL (ARC)

REQUEST TO TENDER FOR:

REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A PANEL OF PREFERRED SERVICE PROVIDERS FOR EMERGENCY REPAIRS AND MAINTENANCE OF GLASSHOUSES, TUNNELS, PROTECTED AND SPECIALIZED GROWING ENVIRONMENTS FOR PLANTS FOR A PERIOD OF THREE (3) YEARS.

TENDER NO: ARC/17/10/2022

Compulsory Briefing sessions from 11 to 18 November 2022 at 11:00 am

1134 Park Street, Hatfield, Pretoria, 0083 (next to Gautrain Station)

Closing Date: 02 December 2022

TIME: 11:00

Tenderer Name:.....

THE DETAILS AND CONTENTS OF THIS DOCUMENT ARE CONFIDENTIAL AND FOR
CONSIDERATION AND

RESPONSE BY THE RECORDED RECIPIENTS ONLY



OVERVIEW

The Agricultural Research Council (ARC) is a Research Science and Technology institution of excellence in South Africa, which operates within the National System of Innovation. The ARC has a mandate for innovative and creative agricultural research, technology development and transfer aimed at the advancement of South African agriculture. Its operations are overseen by the ARC Council which is appointed by and accountable to the Minister for Agriculture, Forestry and Fisheries.

The Agricultural Research Council (ARC) invites suitably qualified and experienced service providers to assist with Travel, Accommodation and Conference Management Services for a period of three years.

TENDER SUBMISSION

Completed and sealed tender submissions reflecting **“ARC/17/10/2022 and the name of the tenderer”** must be deposited into the Tender Box located at **1134 Park Street, Hatfield, Pretoria, 0083** for the attention of: **“The Senior Supply Chain Manager”**, by no later than **11:00 (eleven o’clock)** on **02 December 2022**.

Tender documents submitted after the closing time and date specified will not be considered. No submissions sent by email or facsimile will be accepted. Bidders are requested to submit two (2) complete documents into the tender box (one original functionality proposal and one original for financial proposal) and prepare three (3) copies of the Functionality **and three (3) copies of financial proposal**. **A USB of the functionality and A USB of the financial proposal should also be submitted.** The **“two envelope system”** will be used for this tender. One envelope shall be clearly marked **“Functionality Proposal”** and another be clearly marked **“Financial Proposal”**. The name of the bidder and the tender number should reflect on the **“sealed”** envelopes.

Email: mogoboyav@arc.agric.za/scm@arc.agric.za

Closing Date: 02 December 2022

Closing Time: 11h00

BACKGROUND



The objective of this bid is to appoint a panel of suitable, independent regional service providers that can provide maintenance and emergency support on Glasshouses, Tunnels, Protected and Specialized growing environments for plants (plant growth environments) for a period of three years.

TERMS OF REFERENCE

The Agricultural Research Council is hereby requesting to appoint a panel of preferred service providers to provide regional maintenance for glasshouses, tunnels, protected and specialized growth environments (plant growth environments) for plants for a period of 36 months.

Service providers to indicate their regional and/or specialized sole maintainer interest (Annexure C & within specifications). *All work performed by successful service providers will require certificates of compliance (COC) upon completion in line with the relevant legal requirements for the work type.*

CONDITION OF THE TENDER

- Compliance to terms of reference and minimum compulsory requirements.
- Only OEM (Original Equipment Manufacturer) equipment that need specialised work may be sub-contracted.
- **Service providers have to CLEARLY indicate their regional and/or specialized sole maintainer interests, for example: Gauteng region only, or All ARC sites, or "Specialised facility no. 1 only", etc. If no indication is provided, the offered rates will be seen to cover all general sites.**
- Sole suppliers of specialised facilities or growth environments listed below should indicate those for which they are specialised and sole suppliers. Sole supplier/manufacturer letters to be included in offer.

Compliance to the following acts and standards:

- SANS 10142: 2004 for domestic voltages
- SANS 10147: 2014 for air conditioning systems
- SANS 10142-1: 2009 for the wiring of premises Part 1: Low-voltage installations
- SANS 10400 for glass
- Other related SANS requirements
- All work performed by successful service providers will require certificates of compliance (COC) upon completion in line with the relevant legal requirements for the work type.

SCOPE OF SERVICES REQUIRED

No	The appointed plant growth environment preferred services providers will be required to:	Indicate Compliance to TOR's by ticking Yes or NO*	
		Yes	No
4.1	Successful bidders will be approached as a preferred bidder for all emergency support on the plant growth environments according to their indicated selected region(s).		
4.2	Successful bidders will be approached as preferred bidders, on a case-by-case basis, for general maintenance and support to plant growth environments in their selected region(s). The required maintenance and support will be requested by campuses in line with their budgets.		



4.3	Ensure that work of a technical nature is performed by “Competent” persons as defined by the Occupational Health and Safety Act who are experienced and skilled in maintaining facilities similar to which are the subject matter of this agreement and who are employed and supervised by the Service Provider. <i>Workers on these units must also be able to provide the required COCs for work performed.</i>		
4.4	Provide call-out service twenty-four (24) hours a day, seven (7) days per week for emergency repairs. <i>The call-out service must be carried out at the cost as provided for in the pricing schedule. The Service Providers’ staff must be equipped with adequate communication equipment and necessary tools to perform the work and to ensure a minimum delay in the response to emergency callouts.</i>		
4.5	Supply, repair and replace all parts of every description made necessary through normal wear and tear when such replacement or repair is deemed necessary in accordance with this Agreement and the manufacturer’s requirements. Only good quality material that complies with SABS and manufacturers requirements must be used in the execution of the work. ARC reserves the right to inspect material prior to installation and may refuse usage of the material should it found not to comply with requirements.		
4.6	Replace all parts timeously, thereby limiting the incidence of breakdowns, maintenance or repair and consequently maintain maximum infrastructure operation.		
4.7	Provide within a two (2) months period, after being awarded the contract, a customer communication logbook/register for each of the ARC sites, situated at a mutually agreed location for effective two-way communication, between ARC staff and the Service Provider’s staff. This logbook/register must accurately record each and every task individually, per discipline and contain all the COCs for work performed on that site. <i>Facilities will only approve work as “completed” for payment, once all COCs have been submitted to the logbook – regardless of the invoice date.</i>		
4.8	The Service Provider will give ARC a guarantee or warranty of six months on all work done together with the OEM warranty of all parts provided , which will be filed in the logbook (as in 4.7) and be confirmed in submitted COCs.		
4.9	Provide monthly computer-generated reports detailing the history of the callouts, repairs, and breakdown repairs.		
4.10	Not to assume ownership or control of the building infrastructure of parts their off (i.e., old parts removed), all of which must exclusively remain the property of ARC.		



4.11	<p>Inform ARC in writing of any repair, replacement, or modification required to the existing infrastructure deemed necessary.</p> <p><i>No repair, replacement, or modification work must be undertaken without the express consent and approval by ARC's duly appointed representative: SCM in the case of a breakdown/emergency and a valid purchase order (PO) for scheduled maintenance.</i></p>		
4.12	<p>Support services / Installations.</p> <p>The successful bidder will be approached for support services on a case-by-case basis.</p>		
4.13	<p>Compliance with Occupational Health and Safety Act 1993</p> <p>Bidders need to take note of the requirements of the Occupational Health and Safety Act 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The bidder must be deemed to have read and fully understood the requirements of the above Acts and Regulations and have allowed for all costs in compliance therewith.</p> <p><i>A safety file and COIDA plan should be submitted. Failure to comply with the above will result in the following:</i></p> <ul style="list-style-type: none"> • The Service Provider will not be allowed to work and will have to leave the ARC premises, • The Service Provider will be reported to the necessary regulatory body, and • The Service Provider will be penalised as per the applicable penalties below and the SLA. • Compliance to Occupational Health and Safety Act 85 of 1993, National Building Regulations and Building Standards Act 103 of 1977, South African National Standard and any other related legislation under South African law. • <i>Provide an occupational health and safety file (specific plant growth environments work) with a detailed Health and Safety Plan for the company before commencement of the work.</i> • <i>Compliance to issue Certificate of Compliance for all work performed are required.</i> 		
4.14	<p>The ARC reserves the right to make use of another preferred/ contractor should there be a disagreement on pricing.</p>		
4.15	<p>The ARC may inspect the premises of your company unannounced. Failure to verify your company premises may render to disqualification of your bid or contract.</p>		
4.16	<p>The successful service provider will be required to sign a three years performance based contract with the ARC to provide services as indicated for the regions/ specialised facilities they have indicated they would support.</p>		
4.17	<p>Each service provider shall ensure supervision by a competent qualified person during the execution of the work that shall be on-site until completion of the work.</p>		



4.18	ARC shall not be held liable for injuries to employees of the company and / or damages to service provider's property used in the execution of the work.		
4.19	Service providers will be responsible for the off-loading, PPE, excavation or hoisting of equipment and materials.		
4.20	Service providers shall implement measures for the prevention of damages, losses, etc. to ARC property during the execution of the work.		
4.21	Service providers shall take note of the Bio-security regulations at the ARC and adhere to the instructions provided by the ARC staff regarding biosafety, e.g., GMO crop requirements, experimental requirements, etc.		
4.22	Where needed, e.g., specialised facilities, may require scheduled preventative care/maintenance. Where this is required, a detailed maintenance plan should be provided with a quotation to the ARC for consideration under this contract. <i>NO non-emergency work without a PO should be undertaken.</i>		
4.23	Re-gassing and preventative maintenance of HVAC systems might be required annually. Assessments will be performed on a case-by-case basis. Competitive offers will be compared for action.		
4.24	The successful contractor must at <i>all times respond within two (2) hours of an emergency call and fix the problem within 24 hours.</i> Non-emergencies will be communicated via email with site visits or maintenance actions scheduled appropriately.		
4.25	At least six months warranty on workmanship		
4.26	Original warranty on all new equipment and parts is retained. Warranty documents to be supplied with COCs for filing purposes. Originals or copies may be supplied, but the supplier must also retain a copy for their file.		
4.27	All work, including new installations, requires an appropriate Certificate of Compliance (COC) for the work performed.		
4.28	Access to facilities for work must be arranged with the authorised onsite ARC staff members, including Facilities and researcher(s), to ensure access to the relevant areas, while allowing experiment management.		

*No response might result in elimination from the process



ARC CAMPUSES AND FACILITIES TO BE SERVICED:

The ARC uses both general (Table 5.1) and specialized (Table 5.2) environmentally controlled growth facilities/units for plant work. Bidders are required to consider their region of operational support, with estimated transport costs (annexure C) from their support site and whether they can support

Table 6.1 General plant growth facilities across the ARC. The estimated number, types and operation of facilities/structures and type ("Glasshouse", "Tunnel", etc.) are provided according to provinces and major towns. Specialised facilities may have sole suppliers. Bidders to indicate whether they can adhere to the conditions on a regional specific or general manner.

Structure types	Gauteng	North West	Free State	Mpumalanga	Western Cape	KZN	Total
	Roodeplaat; Pretoria & Irene VIMP; PHP; AP; ISCW	Potchefstroom GC	Bethlehem SG	Mbombela/ Nelspruit TSC	Stellenbosch ARC- INFRUITEC	Cedara	
Growth chambers/rooms	39	5	2	5	0	3	54
Glasshouses	49	9	12	8	35	10	123
Greenhouse with other types of covering, e.g. Polycarb	27	7	0	10	1	0	45
Poly-tunnels (plastic)	7	0	2	0	0	3	12
Rain shelters	7	0	2	1	0	0	10
Total	129	21	18	24	36	16	244



Table 6.1 Specialised plant growth facilities across the ARC. The estimated number, type ("BSL-2P Plant Containment") and manufacturer are provided according to provinces and major towns. Specialised facilities may have sole suppliers. Bidders to indicate whether they can support one or more of these units with a letter of support from their manufacturers.

Province	ARC Sites	Institute	Growth unit/facility	Number of units	Manufactured by
Gauteng	Onderstepoort/ Biotechnology Platform site	BTP	BSL-2P Plant Growth and Containment facility (4 Growth rooms)	4	LIS (Laboratory Infrastructure Solutions)



SERVICES LEVELS AND APPLICABLE PENALTIES

Minimum Service Level	Target	Penalties
On-site attending to emergencies calls within (2) hours from the time of call	100% response	15% of the labour fee invoiced per incident
On-site attending to normal calls within (4) hours from the time of call	100% response	10% of the labour fee invoiced fee per incident
Non-compliance to OHS standards and any other agreed matter	100% at all times	10% of the invoice per incident

- 1) The maximum penalties for poor performance and other non-compliance to contract will be limited to 20% of the total monthly invoice fees, per incident.
- 2) Furthermore, should the 20% limit be reached four (4) times during the contract period, ARC reserves the right to immediately terminate the contract.
- 3) Notwithstanding the aforementioned, and without prejudice to any other rights that ARC has, ARC reserves the right to enter into service disputes at any point in time with the view of contract cancellation. During a service dispute, the service provider must continue to render services in terms of and in accordance with service levels.
- 4) The enforcement of a penalty does not exempt the bidder from resolving a problem nor does it stop the repetitive levying of the penalty at the stipulated percentage value of a particular service level. The penalty must be enforced for subsequent periods of non-performance until resolved. Only penalties will apply, and no service credits will accrue.

SECTION 2: EVALUATION CRITERIA

Bids will be evaluated using four (4) stages:

Stage 1: Administrative compliance and screening mandatory documents

Stage 2: Mandatory requirements

Stage 3: Functionality evaluation

Stage 4: Rates



1.1 STAGE 1: ADMINISTRATIVE COMPLIANCE CHECKS

Bidders must ensure that all standard bid documents are signed and the Central Supplier Database report or Unique Number or Supplier number from the CSD is attached to the proposal.

1.2 STAGE 2: MANDATORY REQUIREMENTS

Bidders must submit all the following documents to advance to the Functionality Evaluation (stage 3):

Table 7.1: Minimum compulsory requirements for all bidders. *Supplier completed table 7.1 must be included as part of the bid document for evaluation.*

No	Requirement	Documentational proof in bid (page no)
Supply chain management requirements		
1	Valid tax PIN number from SARS	
2	CSD report (Current and updated Central Supplier Database report)	
4	Completed and signed Standard Bidding Documents (1, 2, 3,4,6)	
5	Completed and signed form of <i>Offer and Acceptance</i> .	
6	Attendance of the compulsory briefing sessions at identified sites as specified in the advert	
Technical requirements		
7	CIDB grading of 2GB	
8	Short company profile demonstrating at least 2 years' experience in plant growth environment construction and/or maintenance is required. This must be evident in supporting documentation supplied, e.g., Project completion dates and/or maintenance contracts on plant growth environment related projects, etc.	
9	Contactable recommendation letters on projects in the plant growth environment field (construction or maintenance) to be supplied (at least 1). The reference letters must include client company name, contact person, telephone number, type of work completed and period of completion. The value of the project must be over R130 000 each.	



	(See: ANNEXURE A: Recommendation letter. These letters will be handled in compliance with the POPI Act)	
10	<i>Curriculum vitae</i> of the 3 key personnel involved in plant growth facilities, with clear indication of experience on similar projects, i.e., technicians, engineers, construction of, etc. The CVs must clearly demonstrate expertise in the fields required for maintaining plant growth environments and experience working with these facilities (average across the three employees of 2 years minimum required).	
11	Provide at least three (3) examples of your Certificates of Compliance for services relevant to plant growth facilities, e.g., Electrical, LP gas, cooling/heating, construction, plumbing and other envisioned services. The three COCs must indicate to which relevant legal requirements they adhere to and must align with 3 (three) different areas, e.g., Electrical COC, LP Gas COC, plumbing COC, or any other three areas.	
12	Indicate your regional and/or specialized sole maintainer interests, for example: Gauteng region only, or All ARC sites, or "Specialised facility no. 1 only", etc. Note: If no indication is provided, the offered rates will be seen to cover all general sites at that rate provided.	

Failure to provide the above table with supporting documentation will disqualify your bid at stage 1.

1.3 STAGE 3: FUNCTIONALITY EVALUATION

Functionality will be scored against the following criteria.

Company Expertise and Experience	Score	Page number of supporting documentation in offer
<p>Bidder's experience in large plant growth facility related projects</p> <ul style="list-style-type: none"> i. 1 point will be allocated to a tenderer who has done project/s in Glasshouses, Tunnels and Protected growing environments for Plants SERVICES/ FIELD with a combined value of less than < R300 000 in the last 10 years. ii. 2 points will be allocated to a tenderer who has done project/s in Glasshouses, Tunnels and Protected growing environments for Plants SERVICES/ FIELD with a combined value between R300 001 to R500 000 in the last 10 years. 	(30%)	Data to be provided in line with Annexure 2



<p>iii. 3 points will be allocated to a tenderer who has done project/s in Glasshouses, Tunnels and Protected growing environments for Plants SERVICES/ FIELD with a combined value between R500 001 to R1 000 000 in the last 10 years.</p> <p>iv. 4 points will be allocated to a tenderer who has done project/s in Glasshouses, Tunnels and Protected growing environments for Plants SERVICES/ FIELD with a combined value between R1 000 001 and R23 000 000 in the last 10 years.</p> <p>v. 5 points will be allocated to a tenderer who has done project/s in Glasshouses, Tunnels and Protected growing environments for Plants SERVICES/ FIELD with a combined value between > R2 000 001 in the last 10 years.</p>		
<p>Client satisfaction on previous project(s) in plant growth facilities: Letters of support</p> <p>i. 3 Point will be allocated to a bidder with 1 letter of support in project/s or services with Glasshouses, Tunnels and Protected growing environments (minimum requirement). The signed letter must clearly indicate satisfactory service/installation of plant growth facility by the bidder.</p> <p>ii. 4 Points will be allocated to a bidder with 2 letters of support in project/s or services with Glasshouses, Tunnels and Protected growing environments. The signed letters must clearly indicate satisfactory service/installation of plant growth facility by the bidder.</p> <p>iii. 5 Points will be allocated to a bidder with 3 letters of support in project/s or services with Glasshouses, Tunnels and Protected growing environments. The signed letters must clearly indicate satisfactory service/installation of plant growth facility by the bidder.</p>	(30%)	Only letters as in annexure 1 that are signed by client, will be accepted
<p>Bidder's current capacity in supporting plant growth facility type projects</p> <p><i>Curriculum vitae</i> of the 3 key personnel involved in plant growth facilities, with clear indication of experience on similar projects, i.e., technicians, engineers, construction of, etc. The CVs must clearly demonstrate expertise in the fields required for maintaining plant growth environments and experience working with these facilities (average across the three employees of 2 years minimum required).</p> <p>i. 1 point will be allocated to a bidder that provides evidence that the three employees (CVs provided) have 2-3 years</p>	(20%)	



<p>on average of experience in plant growing environments as listed (minimum requirement).</p> <p>ii. 2 points will be allocated to a bidder that provides evidence that the three employees working on ARC's projects has 3-4 years of experience in plant growing environments as listed.</p> <p>iii. 3 points will be allocated to a bidder that provides evidence that the three employees working on ARC's projects has 4-5 years of experience in plant growing environments as listed.</p> <p>iv. 4 points will be allocated to a bidder that provides evidence that the three employees working on ARC's projects has 5-6 years of experience in plant growing environments as listed.</p> <p>v. 5 points will be allocated to a bidder that provides evidence that the three employees working on ARC's projects has >6 years of experience in plant growing environments as listed.</p>		
<p>Feasibility of bidder to support designated sites/facilities timeously based on distance from ARC sites to base of operations List your base of operations (physical address(es)) from which the support teams would travel to provide support. Calculate the kilometres to the various ARC campuses as indicated, from your base of operation. Should you support from multiple sites for multiple regions, use the site that would support most often a campus.</p> <p>i. 1 point will be allocated to a bidder if their base of operations are 200 km or more from the most distant ARC sites being supported from that site.</p> <p>ii. 2 points will be allocated to a bidder if their base of operations are within 150 km from the most distant ARC sites being supported from that site.</p> <p>iii. 3 points will be allocated to a bidder if their base of operations are within 100 km from the most distant ARC sites being supported from that site.</p> <p>iv. 4 points will be allocated to a bidder if their base of operations are within 75 km from the most distant ARC sites being supported from that site.</p> <p>v. 5 points will be allocated to a bidder if their base of operations are within 50 km from the most distant ARC sites being supported from that site.</p>	(20%)	<p>List your base of operations (physical address(es)) from which the support teams would travel to provide support. Calculate the kilometres to the various ARC campuses as indicated, from your base of operation.</p>
Score total (out of 20)		
Score out of 100 (5*%)		



MINIMUM SCORING

Bidders that do not obtain a minimum score of 60% for functionality will be disqualified and will not be evaluated further on price as per the formula from National Treasury.

PRICE EVALUATION

The total price being evaluated will be calculated as follows:

Total = 40% of Total A (Emergency total) + 60% Total B (Scheduled Services)

A. Emergency call out fee pricings				
No	Details	UOM	Artisan	Assistant
1	Labour: Normal hours	Per hour	R	R
2	Labour: After hours	Per hour	R	R
3	Labour: Weekends and Public Holidays	Per hour	R	R
4	All COC costs (if any)	Total cost	R	Total COCs
5	Callout fee/ Assessment cost ¹ (if any)	Per callout	R	Total Callout
6	Any other frees or costs. Provide description and cost	List and cost	R	Total other costs
	TOTAL A			Total hourly rates + all totals
B. Scheduled non-emergency work²				
1	Labour: Normal hours	Per hour	R	R
4	All COC costs (if any)	Total cost	R	Total COCs
6	Any other frees or costs. Provide description and cost	List and cost	R	Total other costs
	TOTAL B			Total hourly rates + all totals
FIXED costs³			Amount/ Percentage	Note
	<i>Rate per kilometre (2 litre bakkie) will only be paid as specified annually by national treasury AT R3.82</i>	Per km	R4.18	Annually provided by treasury
	Maximum profit mark up on materials used		10%	
	VAT to be added to all quotes		15%	Annually provided by treasury



¹Labour costs for travelling time is not permitted as it is included in the call out fee/assessment fee.

²Preferred service providers on contract will be asked to attend on site meetings to discuss non-emergency work and provide quotes on the work to be performed. The items listed will be fixed in these non-emergency projects

³Fixed rates ARC will pay.

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**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ARC/17/10/2022	CLOSING DATE:	02 December 2022	CLOSING TIME:	11h00
DESCRIPTION	REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A PANEL OF PREFERRED SERVICE PROVIDERS FOR EMERGENCY REPAIRS AND MAINTENANCE OF GLASSHOUSES, TUNNELS, PROTECTED AND SPECIALIZED GROWING ENVIRONMENTS FOR PLANTS FOR A PERIOD OF THREE (3) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
1134 Park Street (Next to Gautrain Station)					
Hatfield					
Pretoria					
0083					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Miss Violet Mogoboya		CONTACT PERSON		
TELEPHONE NUMBER	012 427 9775		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	MOGOBOYAV@ARC.AGRIC.ZA		E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No



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

1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2 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]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

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

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

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



PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g., company resolution)

DATE:

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



ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE AND TECHNICAL QUERIES MAY BE DIRECTED TO:

Department: Supply Chain Management

Contact Person: Ms Violet Mogoboya

Tel: (012) 427 9733

Email address: mogoboyav@arc.agric.za / scmrequests@arc.agric.za

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



TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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



PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:
BID NO: **ARC/17/10/2022**

CLOSING TIME **11:00** CLOSING DATE: **02 December 2022**

OFFER TO BE VALID FOR 180 DAYS FROM THE CLOSING DATE OF BID

Item Description Bid Price in RSA Currency ** (All Applicable Taxes Included)
No

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE
(CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION, HOURLY RATE, AND	DAILY RATE
-----	R-----
-----	R-----
-----	R-----
-----	R-----
-----	R-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST
PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	days
-----	R-----	days
-----	R-----	days
-----	R-----	days



5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED AMOUNT	RATE QUANTITY
-----	R.....
-----	R.....
-----	R.....
-----	R.....

TOTAL: R.....

***** all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.**

5.2 Other expenses, for example accommodation (specify, e.g. Three-star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED AMOUNT	RATE QUANTITY
-----	R.....
-----	R.....
-----	R.....

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid

.....

7. Estimated man-days for completion of project

.....

8. Are the rates quoted firm for the full period of contract?
*YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.



.....
.....
.....
***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

AGRICULTURAL RESEARCH COUNCIL – CENTRAL OFFICE

Department: Supply Chain Management

Contact Person: Ms Violet Mogoboya

Tel: (012) 427 9775

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



BIDDER'S DISCLOSURE (SBD4)

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

2.2.1 If so, furnish particulars:

.....
.....

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.



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 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

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.



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



(This document must be signed and submitted together with your bid)

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1. PILLARS OF THE PROGRAMME

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

(a) Any single contract with imported content exceeding US\$ 10 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$ 3 million awarded to one seller over a 2-year period which in total exceeds US\$ 10 million.

or

(c) contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$ 10 million.

or

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



- 1.2 The NIP obligation to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of R 10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R 10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewal contracts and multiple suppliers for the same goods, works and services under the same contract as provided for in paragraphs 1.1 (b) to 1.1 (d) above.

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

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewal contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R 10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid / contract number
 - Description of the goods, works or services



- Date on which the contract was accepted
- Name, address and contact details of the government Institution
- Value of the contract
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X84, Pretoria, 0001 for the attention of Mr. Elias Malapane within five (5) working days after award of the contract. Mr. Malapane may be contacted on telephone (012) 394-1401, facsimile (012) 394-2401 or e-mail at Elias@thetdi.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIP OBLIGATION

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

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

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

Bid Number:

Closing Date:

Name of Bidder:

.....



Postal Address:

.....
.....

Signature:

Name (In print):

Date:



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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.



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

2. DEFINITIONS

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



3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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



5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

- 7.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>



Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

.....

8.2 VAT registration number:

.....

8.3 Company registration number:

.....

8.4 TYPE OF COMPANY/ FIRM

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

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



8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificates, 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

.....

.....



ADHERENCE TO THE ARC'S CODE OF ETHICS

1. INTRODUCTION

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

2. POLICY

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



3. CULTURE

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

4. CODE OF ETHICS AND FRAUD PREVENTION STATEMENT

- 4.1 Members of the public, suppliers, contractors and partners are expected to act with integrity in their business dealings with the ARC and not to behave dishonestly to the detriment of the ARC.
- 4.2 The ARC has set up a secure and confidential framework, within which any employee, member of the public, suppliers, contractors, partners are encouraged to raise concerns if they know of or suspect that the following is about to occur or has occurred:
- Fraud;
 - Corruption;
 - Abuse of assets;
 - Irregular transaction are taking place;
 - Fruitless expenditure has been incurred;
 - Endangering of an individual's health and safety;
 - A violation of applicable laws, rules, policies or regulations of the Code of Ethics.
- 4.3 The ARC will ensure that any allegations received are taken seriously and investigated in an appropriate manner.



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

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

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

Free Call Telephone Number:	0800 000 604
Free Call Facsimile Number:	0800 007 788
E-mail:	arc@tip-offs.com
"Please call me" number:	32840
Tip-offs anonymous url:	www.tip-offs.com

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

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

I, the undersigned

..... in my capacity

as an authorised representative of

registration number

HEREBY ACKNOWLEDGE:

1. That I have been explicitly informed of and consequently 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:

a) Performance or supervision of on-site assembly and / or commissioning of the supplied goods;

b) Furnishing of tools required for assembly and / or maintenance of the supplied goods;

c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

d) Performance or supervision or maintenance and / or repair to the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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



a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relive the supplier of any warranty obligations under the contract; and

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.



16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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



- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplier contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2.
 - b) If the supplier fails to perform any other obligation(s) under the contract; or
 - c) If the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchase may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchase may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.



- 23.4 If a purchase intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 Is a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the supplier and / or person restricted by the purchaser;
 - (ii) The date of commencement of the restriction
 - (iii) The period of restriction; and
 - (iv) The reasons for the restriction.
- 23.7 If a court of law convicts a person of an offense as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act no 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed in the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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



25. Force Majeure

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

26. Termination for Insolvency

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

27. Settlement of disputes

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



28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and / or damages to the purchaser; and
- b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A 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 purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No 89 of 1998.
- 34.3 Is a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

