

TENDER NO: ARC/12/10/2021/2
REQUEST FOR TENDER

**TO APPOINT A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY,
INSTALLATION AND COMMISSIONING OF CANNABIS QUALITY
CONTROL EQUIPMENT (ICP-MS AND INFRARED SPECTROMETER).**

Closing Date: **17 March 2023**

TIME: **11:00 AM**

Bidder's Name:

.....

Contact Person:

.....

Telephone/ Cell Number:

.....

E-mail address:

.....

**BID DOCUMENTS MAY BE ADDRESSED AND DEPOSITED IN THE BOX
SITUATED AT:**

Building A2, ARC VOP Campus R573 KwaMhlanga/Moloto, Roodeplaat North,
Pretoria 0002

Attention: Senior Supply Chain Manager

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



TENDER SUBMISSION

Completed and sealed tender submissions reflecting **“ARC/12/10/2021/2 and the name of the tenderer”** must be deposited into the Tender Box located at **A2, ARC VOP Campus, R573 KwaMhlanga/Moloto, Roodeplaat North, Pretoria** for the attention of: “The Senior Supply Chain Manager”, **by no later than 11:00 (eleven o’clock) on 17 March 2023.**

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 proposal**. A soft copy of the functionality and 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.

<p>Tender Closing Date: 17 March 2023</p>
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<p>Time 11h00 AM</p>

1 BACKGROUND

The Agricultural Research Council (ARC) is a Research Science and Technology institution of excellence in South Africa, which operates within the National System of Innovation. The ARC has a mandate for innovative and creative agricultural research, technology development and transfer aimed at the advancement of South African agriculture. Consequently, the Agricultural Research Council (VOP Campus) invites suitably qualified and experienced service providers to assist with the supply, delivery, installation and commissioning of cannabis quality control equipment (icp-ms and infrared spectrometer).

Cannabis quality control equipment (ICP-MS and Infrared Spectrometer) will be utilized in the cannabis project to determine the quality of the raw materials and finished products. The equipment will also be used for other medicinal plants as well as in nutritional value determination for indigenous and other crops.

2 TERMS OF REFERENCE FOR THE TENDER

a) Equipment Commissioning and Training

The successful bidders will be required to supply, delivery, Installation, commissioning and to provide ad hoc training if required.

b) Service Level Agreement

The successful bidders will be required to sign a service level agreement for support and maintenance for a period of three years.

3 OVERALL GOALS/OBJECTIVES

The ARC's objectives for the tender are:

- a) The ARC is seeking proposals for supply, delivery, commissioning, support and to provide ad hoc training.
- b) To select the bidders who can best meet the service requirements and ensure continuous good service and support to ARC business; and
- c) Further improve client satisfaction within the organization.

4 TENDER REQUIREMENTS

All bids will be evaluated following below three stages:

- In the **First stage**, bids will be evaluated for Mandatory/Compulsory Requirements. Only bids that meet Mandatory Requirements will be considered for further evaluation.
- **In the Second stage**, Bids will be evaluated for the **functionality** of which (100 points) shall be awarded for functionality. Bids will be considered further if it achieves the minimum prescribed qualifying score for functionality. Bids that failed to achieve the minimum qualifying score of 60% for functionality will be disqualified for further evaluation.
- **In the Third stage**, bids will be evaluated in terms of the **80/20**. Only bids that **achieve the minimum qualifying score/percentage** for functionality will be evaluated in accordance with the **80/20** preference point system.

4.1 Compulsory ARC Requirements (Phase 1- Mandatory/Compulsory Requirements Evaluation)

The compulsory ARC requirements for Phase I evaluation include the following stages:

- A valid Tax Pin number from SARS.
- Proof of Central Supplier Database Registration (CSD Report)
- Standard Bidding Documents (SBD forms)

Failure to adhere to the above will disqualify your bid

4.2 Essential Criteria

Bidders are not allowed to remove any page from the original tender document as issued. Bidders are required to ensure that the completed document with all attachments are submitted on or before the closing date of the Tender.

Bid offer to be submitted on the official company letterhead, and detailed costing must be stipulated. All pricing shall be in South African Rand (ZAR). No price adjustments will be allowed after the closure of the tender

The bidder shall be responsible for obtaining the necessary measurements for all work to be conducted as part of this document. ARC shall not be liable for any incorrect

measurements obtained.

4.3 Administrative Criteria

- a) Company profile and CVs of key personnel to be used in the execution of this tender. Project plan for the delivery, installation and commissioning of the cannabis quality control equipment at ARC-VIMP
- b) Bidders must submit at least a minimum of three (3) original reference letters for clients were bidder successfully supplied, installed and commissioned the cannabis quality control equipment. The ARC evaluation committee has the right to contact these companies. The letter must be from the client and has to include the following information:
 - Name of the business (client's company)
 - Location of the project, your company's role in the project.
 - The project/contract value.
 - Elaborate on the project.
 - Contact person, contact numbers, and email address.
- c) Bidders must complete and sign all bid standard documents

4.4 Price and cost structure

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

5 TENDER SPECIFICATIONS

Bidders must provide full and acceptable answers to all questions in this tender document and where required, explicitly indicate with a "Yes" or "No". The proposed solution should be provided for under "Substantiate Response". Please note that these requirements might translate into part of the Service Level Agreement.

5.1 TECHNICAL EVALUATION QUESTIONNAIRE FOR THE INDUCTIVELY COUPLED PLASMA MASSSPECTROMETER SYSTEM.

INDUCTIVELY COUPLED PLASMA MASS SPECTROMETER SYSTEM		Complies	
		Yes	No
1	System must include liquid sample introduction system, RF plasma ion source, Quadrupole based Universal Cell to eliminate interferences.		
2	System must use a single mixed gas of Helium and Hydrogen for KED and DRC mode operation within the same method all under computer control. System must also be able to run using pure reactive gases such		

INDUCTIVELY COUPLED PLASMA MASS SPECTROMETER SYSTEM		Complies	
		Yes	No
	as Methane and Oxygen if needed in the future for interference removal.		
3	System must also include quadrupole mass filter, Quadrupole Ion Deflector, simultaneous dual stage discrete dynode detector and a triplecone interface, all under computer control.		
4	System must include fully automated system startup, shutdown and optimization and computer controlled instrument tuning for optimum performance.		
5	Quadrupole must be able to scan a minimum of 5000 amu/sec to achieve maximum productivity from transient signals when jumping between light masses and high masses.		
6	Quadrupole resolution settings must be dynamically scanned as each element is analyzed.		
	Mass spectrometer		
7	High mass range must be at least 285 amu or greater.		
8	Must have the ability to use remote diagnostic services.		
9	Must include real time remote diagnostics software. This software must monitor the performance of the instrument and report data on a daily basis to the instrument manufacturer and allow the instrument manufacturer to diagnose issues before they become a problem. This should be free during the warranty period. This service must also be available under a service contract post warranty. This service must monitor at least 11 parameters. 3 days of diagnostics data must be stored locally.		

10	All analytical system operations from component optimization to methods development to calibration to analysis to reports must be able to be performed using a single software program.		
11	Long-term stability must be < 4% RSD over 4 hours or better		
12	ICP-MS system must have a full color plasma view window for useful visuals on the sampler cone, plasma color and injector tip.		
13	Unit must be a bench top design with a utility free rear, enabling it to be placed directly against the wall (some service procedures may require movement from wall).		
14	System must incorporate a QID (Quadrupole Ion Deflector) with a Triple cone interface.		
15	There should be no need to clean any components in the vacuum area		

INDUCTIVELY COUPLED PLASMA MASS SPECTROMETER SYSTEM		Complies	
		Yes	No
	by the user or a service engineer for the lifetime of the instrument. This would include extraction lenses, focusing lenses, collision cells, octopoles or main filtering quadrupole.		
16	System must not require any maintenance (cleaning) or replacement of: Extraction lenses, main filtering quadrupole, collision cell, collision/reaction cell or universal cell for the system's lifetime by the user or the manufacturer's service engineers.		
17	Instrument manual documentation required.		
	Sample Introduction		
18	For general sample workload, low flow (0.25 ml/minute) sample introduction system: nebulizer, cyclonic spray chamber with Matrix gas port, and quartz injector.		
19	Waste saving low flow uptake nebulizer, designed to handle user defined applications.		
20	An All Matrix System (AMS) for running high dissolved solids. The gas flow for the AMS must be computer controlled.		
21	Must be able to handle dissolved solids of 25% and provide greater than 200X gas dilution capabilities.		
22	Close coupled, 4-channel integral peristaltic pump, computer controlled, must be integrated within the ICP-MS system.		

23	Design where components are mounted outside the torch enclosure to eliminate the need for extraneous spray chamber cooling hardware and for easy access of alternate components and accessible from the front of the instrument The sample introduction components must be accessible from the front of the instrument.		
24	Cassette style torch mount where entire torch and injector assembly can be easily removed together with one hand.		
25	Gas connections must be made by simply inserting the sample introduction system. Must not have to connect aux and plasma gases on torch side arms.		
26	Fully automated one touch X, Y, Z torch alignment.		
	Ion Source and RF plasma system		
27	Computer controlled 34 MHz RF generator operating from 500 to 1600 watts for automatic control of torch ignition, shutdown, and system warm		

INDUCTIVELY COUPLED PLASMA MASS SPECTROMETER SYSTEM		Complies	
		Yes	No
	up.		
28	Design where the load coil does not require any cooling such as water or gas.		
29	Must incorporate a maintenance free RF load coil. Maintenance free means coil will never need replacing or cleaning by end user or service engineer.		
30	RF Generator which does not require an impedance matching network and providing for adaptation to any change in plasma impedance within 50 nanoseconds.		
31	RF generator which electrically decouples the plasma from the ion optics and allows independent adjustment of the ion optic parameters and the plasma conditions.		
32	Design that does not require plasma “screens” or “shields”.		
33	RF generator must incorporate PlasmaLok technology that allows operation without having to use plasma “screens” or “shields” that add to maintenance costs.		
	Plasma Interface		
34	A Triple cone design consisting of Sampler, Skimmer and Hyper-skimmer cones with all cones at ground potential (do not require voltages to meet specifications).		

35	Design with no charged extraction lenses which create higher backgrounds for elements such as Li, B, K, Na Ni and Pt.		
36	Standard large orifice sampling and skimmer cones with 1.1 and 0.9 mm diameters respectively.		
37	Design with rapid mounting and removal cone design, easily accessible from the front of the instrument.		
38	Quadrupole Ion Deflector (QID) for complete separation of ions from photons and neutrals with 90 degree bend of ions into Universal Cell, making everything such as the cell and mass analyzing quadrupole completely maintenance free. Orthogonal deflection device must ramp voltage (not use simple fixed voltage) in concert with Main filtering quadrupole to provide maximum ion transmission without the use of extraction lenses.		
	Universal Cell		
39	System must be able to use a single mixed gas of Helium and Hydrogen		

INDUCTIVELY COUPLED PLASMA MASS SPECTROMETER SYSTEM		Complies	
		Yes	No
	running in Collision cell mode and Dynamic reaction cell mode for the best operation when running natural and waste water samples. This must be a dual mode method only, using Collision and DRC mode only and utilizing one gas.		
40	System must incorporate a Universal Cell offering three modes of operation : Standard mode, Collision mode and Dynamic Reaction Cell mode.		
41	Universal cell must have a quadrupole within the cell for high and low bandpass tuning and for reducing sensitivities on selected elements (EDR-Extended Dynamic Range).		
42	The system must have Extended Dynamic Range that can operate in standard, collision and DRC mode – The system must have a quadrupole in the Universal Cell to detune the signal response of selective elements to enable incorporation of high concentration elements (outside of the system's 10 orders of dynamic range from 0.1 cps to > 1e9 cps) into a single analysis. This will allow the user to see very low PPB levels of elements and in the same analytical run see 100's of PPM of other elements. This should not require any changes in gas flows, which would prolong the run.		

43	The Cell must have Axial Field™ Technology (AFT) to ensure elimination of the unwanted ions from the cell		
44	<p>In Standard Mode:</p> <p>a. Universal Cell must be able to operate with no gas and no energy barrier for optimal signal-to-noise performance on elements with no interferences.</p>		
45	<p>In Collision Cell Mode:</p> <p>a. Universal Cell must be able to operate as a passive ion guide with an energy barrier at the cell exit for KED.</p> <p>In Dynamic Reaction Cell Mode:</p> <p>a. The band pass on the Universal Cell must have the ability to provide both high mass and low mass cutoffs.</p> <p>b. The Universal Cell shall provide a user selectable mass band pass window that is variable in resolution and mass position. The mass band pass window shall be dynamically scanned in concert with the quadrupole mass spectrometer during analysis</p>		

INDUCTIVELY COUPLED PLASMA MASS SPECTROMETER SYSTEM		Complies	
		Yes	No
	<p>of samples.</p> <p>c. There should be an accelerating voltage across the Universal Cell, to control the speed of the ions through the cell.</p> <p>d. The user must be able to set the high and low mass cutoffs of each element within the same method individually.</p> <p>e. The velocity of the ion beam through the reaction cell shall be controlled by the selection of voltages on the entrance and exit plate of the cell.</p>		
	<p>f. The Universal Cell must be able to use pure reaction gases such as pure oxygen or pure methane and mixed gases. The flow and optimization of the gases shall be under full operator control.</p> <p>g. The Universal Cell shall be capable of reducing the intensity of isobaric and polyatomic interfering species by up to 10 orders of magnitude.</p>		
	Quadrupole Mass Analyzer Assembly		
46	<p>The quadrupole must:</p> <p>a. Be able to scan up to 5000 amu per second</p> <p>b. Operate with dwell times as short as 0.1 ms</p> <p>c. Operate with Peak hop settling time < 0.2 ms regardless of mass change</p> <p>d. Operate with peak hop slew speeds up to 1.6M amu/sec</p> <p>e. Offer mass range to m/z = 285 for separation of actinides</p>		
	Ion Detector Assembly		

47	<p>The ion detector must be a simultaneous dual-stage discrete dynode electron multiplier, providing element concentration calibration over 10 orders of magnitude (from 0.1 cps to > 1e9 cps) dynamic range in a single scan using both analog and pulse ion counting mode, and offer protection against overload in both pulse counting and analog modes.</p> <p>The detector must:</p> <ul style="list-style-type: none"> a. Provide a dead time < 35 ns b. Provide switching between pulse or analog in < 0.2 ms c. Provide transient data acquisition >3000 data points / sec d. Provide dynamic range to 1.5 GHz (1.5 e⁹ cps) • The dual-stage detector assembly must come standard with the system. 		
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INDUCTIVELY COUPLED PLASMA MASS SPECTROMETER SYSTEM		Complies	
		Yes	No
	Vacuum System		
48	The vacuum system must consist of four stage vacuum system utilizing a triple inlet turbo molecular pump to maintain vacuum at 1e^{-6} Torr (or lower) and includes a vacuum chamber isolation valve which automatically closes when the plasma is extinguished or with system faults. The pumping system shall have enough capacity to reach operating vacuum from atmosphere in less than 20 minutes.		
49	In the event of vacuum failure, the entire vacuum system must be automatically back-filled with argon to preserve the cleanliness of the system.		
50	Turbo molecular vacuum pump must be purged by argon gas during operation to prevent damage by reactive gases and/or corrosive vapors such as those generated by the analysis of phosphates.		
51	Computer controlled single roughing pump must utilize ultra-long life PFPE (Fomblin) fluid and automatically shift into energy saving mode when the plasma is off.		
	System Software		
52	Must include real time remote diagnostics software. This software must monitor the performance of the instrument and report data on a daily basis to the instrument manufacturer and allow the instrument manufacturer to diagnose issues before they become a problem. This should be free during the warranty period. This service must also be available under a service contract post warranty. This service must monitor at least 11 parameters. 3 days of diagnostics data must be stored locally.		
53	Routine Maintenance Alerts; scheduled user defined alerts for continued operations.		
54	Instrument software must run using Windows 10.		
55	Method Development wizards.		
56	Pre-set methods		
57	Automated quality control checking features included at no charge.		
58	The system software shall support the following calibration curve fit modes for Quantitative analysis:		

INDUCTIVELY COUPLED PLASMA MASS SPECTROMETER SYSTEM		Complies	
		Yes	No
	a. Linear least squares. b. Weighted linear least squares. c. Linear forced-through-zero least squares. d. Method of standard additions (Matrix Matched calibration) e. Additions calibration.		
59	Real time graphics with ability to display transient and continuous signal profiles.		
60	Quantitative analysis including external calibration, additions (matrix matched) calibrations, method of standard additions, isotope ratios and isotope dilution's and semi quantitative analysis.		
61	All analytical raw data must be retained and stored on hard disk, encrypted to prevent tampering to support a complete data audit trail.		
62	QC protocol limits on measured values, allowing the analyst to define when and how an action is taken, and to specify a second QC action for automatic operation in the event that the first action fails.		
63	On-line help with quick steps to reference entire instrument user manual.		
64	Data reprocessing on stored data without re-running samples for changes of calibration points, internal standard points or curve fit mode.		
65	Must be able to reprocess while the instrument is running samples.		
66	Computer controlled automatic selection of Universal Cell gas when mixed modes are specified within a single method.		
67	Computer controlled automated optimization of Universal Cell gas flow.		
68	Must include offline software for reprocessing of data, creating methods and sample files while the instrument is running samples.		
69	Must include a data viewer that puts the data into a simple to read column/row format similar to an Excel file.		
	PC Specifications or comparable:		
70	Windows10 IoT Enterprise		
71	Intel Core i5-6500 Processor (Quad Core, 6MB, 4T, 3.2GHz, 65W) (338-BHUF)8GB (2x4G) 2133MHz DDR4 Memory (370-ACGH)		
72	Dell KB216 Wired Multi-Media Keyboard English Black (580-ADJC)		
73	Dell MS116 Wired Mouse, Black (275-BBBW) Intel Integrated Graphics, Dell OptiPlex (490-BBFG)		
74	Intel DB WLAN 8260 Software (555-BDCF) 1TB 7.2k RPM SATA 6Gbps Entry 3.5in Cabled Hard Drive (400-ANP)		

INDUCTIVELY COUPLED PLASMA MASS SPECTROMETER SYSTEM		Complies	
		Yes	No
75	OptiPlex 3046 MT with 240W Standard Power Supply (APFC) (321-BCFT)		
76	Tray load DVD Drive (Reads and Writes to DVD/CD) (429-AAJV) Wireless Bracket w/Antenna, Full Height (470-ABLP)		
77	Intel Dual Band Wireless 8260 (802.11ac) W/ Bluetooth (555-BCMT)		
78	VGA video port		
79	8 External USB: 4 x 3.0 (2 front/2 rear) and 4 x 2.0 (2 front/2 rear); 1 Internal USB 2.0; 1 RJ-45; 2 Serial; 1 Display Port 1.2; 1 HDMI 1.4		
80	24 inch LED Wide Screen Flat Panel Monitor		
81	Integrated Ethernet plus PCI Express Ethernet Network Adapter(2 Ethernet Connections)		
	• Miscellaneous:		
82	Must include 3 days of on-site training by a local applications specialist		
83	Must include 2 year warranty		
84	Separate pricing for maintenance and servicing of the equipment		
85	Must include all solutions/standards needed to test the instrument during installation to verify it meets factory specifications.		
86	Price must include delivery, installation and commissioning.		
	Auto sampler		
87	Computer-controlled autosampler with built-in recirculating wash station		
88	Interchangeable polypropylene sample racks can provide tray configurations with 180, 149 or 54 sample positions; eight positions for standards; and one position for a 50-mL recirculating wash vessel.		
89	Only original equipment manufacturers and or certified suppliers will be considered		
90	Technical expertise for after sale support		

5.2 TECHNICAL EVALUATION QUESTIONNAIRE FOR THE INFRARED SPECTROMETER

INFRARED SPECTROMETER		Complies	
		Yes	No
	Spectrometer Design		
1	The spectrometer must utilize a rotary interferometer providing inherent immunity to mirror tilt and shear and require no scanning		

INFRARED SPECTROMETER		Complies	
		Yes	No
	mirror dynamic alignment. Dynamically aligned interferometers are not acceptable due to their inherent poor parallelism and lack of stability, and corner cube designs are not acceptable due to their inherent alignment complexity.		
2	Instrument must offer a methane gas cell to provide accurate wavenumber calibration and line shape standardization to for additional instrument-to-instrument stability.		
3	The system must be a sealed and desiccated optical unit capable of covering the range 14700 – 2000 cm^{-1}		
4	The sealed and desiccated enclosure must offer extended intervals between desiccant replacement, at least 3 years at 25 C and 90% relative humidity		
5	The system must offer a solid state laser in the interferometer system for higher longevity and lower maintenance		
6	The system must have a software controlled desiccant status indicator to allow the user to accurately monitor the status of the desiccated area		
7	The system must incorporate a vibration isolated baseplate		
8	The system must incorporate kinematically mounted, gold coated, zero alignment optics. Kinematic in this context means that the component mounts precisely and unambiguously with zero play in its location Pinned-in-place optics are not as precise and may have free play in the location and are more susceptible to thermal effect and are therefore are not acceptable.		

9	The source must be replaceable from outside the instrument with on-screen installation guidance		
10	The system must include optional automated optical filter accessory containing traceable validation materials to allow instrument performance verification in the NIR spectral regions		
11	The system must include a calcium fluoride beamsplitter for the extended NIR spectral region.		
12	The system must include external calcium fluoride sample windows, , with on-screen installation guidance		
13	External windows should allow fast changeover without having to open the spectrometer cover and contaminate the entire system with		

INFRARED SPECTROMETER		Complies						
		Yes	No					
	atmospheric vapour.							
14	The system must be controllable via TCP/IP interface or wireless configuration							
15	It must be possible to power the spectrometer from mains electricity supply or external rechargeable battery pack or 12V car battery supply. The software control must incorporate scheduled instrument power on/off to better control power consumption							
16	<div>System Performance<table><tr><td>Spectrum Two InGaAs DTC</td></tr><tr><td>The vendor must demonstrate Wavelength accuracy at least $\pm 0.1\text{cm}^{-1}$ at 7000cm^{-1}</td></tr><tr><td>The vendor must demonstrate RMS noise of less than $<10\text{ }\mu\text{Abs}$ with 1 minute scan</td></tr><tr><td>The instrument must demonstrate wavelength range of $14700\text{-}3800\text{cm}^{-1}$ in %T mode</td></tr><tr><td>The instrument must demonstrate a spectral resolution of 1cm^{-1} in transmission mode</td></tr></table></div>	Spectrum Two InGaAs DTC	The vendor must demonstrate Wavelength accuracy at least $\pm 0.1\text{cm}^{-1}$ at 7000cm^{-1}	The vendor must demonstrate RMS noise of less than $<10\text{ }\mu\text{Abs}$ with 1 minute scan	The instrument must demonstrate wavelength range of $14700\text{-}3800\text{cm}^{-1}$ in %T mode	The instrument must demonstrate a spectral resolution of 1cm^{-1} in transmission mode		
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17	Accessories and Upgradeability							
18	The system must offer plug-and-go capabilities for a wide range of NIR sampling accessories							
19	The system must be compatible with third party NIR sampling accessories.							
20	A large range of sampling accessories provides the flexibility to measure almost any solid, liquid, powder or paste across the NIR spectral range.							
21	The system must offer accessory options including a heated transmission device for disposable vials and cuvettes. The system							

INFRARED SPECTROMETER		Complies														
		Yes	No													
	should allow next-sample equilibration while scanning															
22	The system must offer accessory options including ability to connect liquids, solids or combined liquids and solids fiber probes. the probe interface should be zero alignment, plug and play for rapid switchover															
23	The remote solids probe should incorporate a LED and LCD display for more comprehensive scan and sample status information at the probe handle															
24	<p>Near Infrared reflectance accessory intelligence must encompass at least the following three points:</p> <ol style="list-style-type: none">1. Automatic recognition - as soon as the accessory is placed in the sample compartment the accessory is recognized. In addition to recognizing the accessory, the software must also:<ul style="list-style-type: none">▪ Allow system suitability checks to be carried out.2. Once locked into the sample compartment, the accessory must be ready to be used without any manual alignment necessary.3. The system should allow automatic collection of background spectra4. The system should incorporate software provision to adjust for stray light which may be encountered due to the window material in the interface between the accessory and the sample															
25	OPTICAL PERFORMANCE <table><tr><td></td><td>Transmission - Standard Sampling Module)</td><td>NIR Reflectance Module</td></tr><tr><td>Wavelength Range</td><td>14700 - 2000 cm⁻¹ LiTaO3 DTC 14700 - 3800 cm⁻¹ InGaAs DTC</td><td>14700 4000cm⁻¹</td></tr><tr><td>Spectral Resolution</td><td>1 cm⁻¹ to 64 cm⁻¹</td><td>8 cm⁻¹ to 64 c 1</td></tr><tr><td></td><td></td><td></td></tr></table>			Transmission - Standard Sampling Module)	NIR Reflectance Module	Wavelength Range	14700 - 2000 cm ⁻¹ LiTaO3 DTC 14700 - 3800 cm ⁻¹ InGaAs DTC	14700 4000cm ⁻¹	Spectral Resolution	1 cm ⁻¹ to 64 cm ⁻¹	8 cm ⁻¹ to 64 c 1					
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INFRARED SPECTROMETER						Complies	
						Yes	No
		Wavelength Repeatability	0.02cm ⁻¹ at 7200cm ⁻¹	0.02cm ⁻¹ at 7200 cm ⁻¹	at		
		Wavelength Accuracy	0.1cm ⁻¹ at 6000cm ⁻¹	0.1cm ⁻¹ at 6000 cm ⁻¹	at 6000	0	
	OPTICAL SYSTEM						
26	General Long-life sealed and desiccated optical unit incorporating Opticsguard™ design, Vibration isolated baseplate.						
27	Interferometer Rotary Michelson interferometer, High stability, self-compensating for dynamic alignment changes due to a tilt and shear.						
28	Optics Gold-coated kinematically mounted, zero alignment optics, with high reflectivity and a low-angle off axis design. Proprietary OpticsGuard system for extended desiccant life and additional optical component protection.						
29	Detectors Standard Universal Sampling Module: Choice of high linearity room temperature detector or high sensitivity InGaAs. Reflectance Module: High sensitivity InGaAs. Remote Sampling Module: High sensitivity InGaAs..						
30	Source Air-cooled, pre-aligned tungsten halogen source. User replaceable from outside instrument.						
31	Beamsplitter Proprietary, wide range, multi-layer calcium fluoride.						
32	Desiccant Long-life desiccant system accepts disposable packs. Software controlled desiccant status indicator.						
33	Validation						
34	Software controlled validation wheel containing a polystyrene reference material, traceable to a NIST standard for wavenumber accuracy and a Schott NG11 filter for ordinate repeatability.						
	DATA SYSTEM AND ELECTRONICS						
35	Signal sampling						

INFRARED SPECTROMETER		Complies	
		Yes	No
	Over-sampling delta-sigma converter.		
36	Communication USB, wireless and TCP/IP interface allows direct connection with LAN. Instruments can be configured with wireless router communication.		
37	Calibration Transfer Absolute Virtual Instrument (AVI) option – actively standardizes instrument response to further improve repeatability and protect data integrity.		
38	Atmospheric compensation Minimizes effect of atmospheric water and CO ₂ on the sample spectra without the need for reference or calibration spectra. Operates at various instrument settings without having to recalibrate the correction.		
39	Accessory recognition Spectrum Two N accessories are automatically detected as soon as they are locked into the sampling area. Instrument parameters are optimized for the installed accessory. Accessories information stored with spectral data.		
40	Error Trapping All sample spectra are checked for common spectroscopic and sampling problems. Key instrument components are continuously monitored.		
41	Component Checks Individual component checks under software control can be executed on-demand or automatically scheduled at preset times/intervals		
42	Powersave mode Instrument standby and power-up can be automatically scheduled.		
43	Software Lockout Spec for systems with Spectrum 10 Software		
44	The instrument controlling software must run under Windows 10 64 bit version.		
45	A function that identifies potential spectral quality problems and notifies the operator is highly desirable.		
46	A mathematical spectral comparison with NIR data filter options routine must be available.		

INFRARED SPECTROMETER		Complies	
		Yes	No
47	The ability to restrict access to the software via a password controlled login screen is essential. It is desirable to also allow users to use their Windows login to access the instrument software.		
48	A simple automated mode of operation for data collection and processing is desirable.		
49	An automated mode with screens designed for Touchscreen or tablet operation is highly desirable. This should enable working within 21CFR11 guidelines, along with the main instrument controlling platform		
50	An advanced spectral equations editor with syntax checker allowing custom data processing linking with data collection and printing is required.		
51	Beer's Law, PLS and PCR and full spectrum curve fitting quantitative predictions must be available		
52	A peak and/or trough find algorithm with user defined thresholds must be available		
53	An algorithm designed to detect adulterants or minor impurities and estimate their relative strength must be available		
54	The peak\trough find algorithm must return peak positions and ordinate values		
55	A single click automatic data-tune utility is required.		
56	All processes performed on spectral data must be stored in an audit trail.		
57	The ability to search a commercial library or group of discrete spectra on disc and report similar spectra found is essential.		
58	The user must be able to search using multiple directories on disk.		
59	Spectra must be able to be exported and saved in the following formats: <ul style="list-style-type: none"> ○ J-CAMP ○ ASCII ○ Data Manager 		
60	Spectrum names of over 50 characters is desirable		
61	Operation on single files or multiple files (e.g. importing or exporting) must be possible in many instances with a single button-press or mouse-click		

INFRARED SPECTROMETER		Complies	
		Yes	No
62	A user-defined auto-naming convention is desirable		
63	A report designer module offering the ability to customize reports to suits local requirements would be desirable		
64	Ability to output results to asci files to enable trending results with third party packages would be desirable		
65	Ability to perform UnscramblerX™ quantitative predictions from within the main software package would be desirable		
66	Ability to send report sections to Microsoft Word, Excel or TIBCO Spotfire packages for further investigation would be desirable		
67	<p>Graphics:</p> <ul style="list-style-type: none"> • The ability to add peak labelling, text labels and bitmaps to the graph is essential. • The graph must allow the customisation of fonts and colors on axes, the background, gridlines and the title. Size displayed line and symbols used for data points must be definable. • The curve display should allow zooming, pan, autoscale, autorange, and cursor tools. • When using the cursor, readout data should be available for all curves. • The graph should have color-coded legends to allow easy identification of individual spectra. • The graphical display should allow immediate wavelength and ordinate readout with the mouse cursor. • A quick print facility with Preview function of the current graph must be available. • The ability to save the display with current graphs loaded for re-loading on next log-in is desirable. 		
68	<p>Scanning:</p> <ul style="list-style-type: none"> • Graph must be able to be manipulated whilst data is being collected • Ordinate modes must include 		

INFRARED SPECTROMETER		Complies	
		Yes	No
	<ul style="list-style-type: none"> ○ A ○ %T ○ Log(1/R) ○ Arbitrary ○ %R ○ K-M ○ Energy <ul style="list-style-type: none"> • The ability to display a large number of curves in a single graph is essential. • User should be able to define frequency of prompted background collection. • Instrument setup entry fields must not obscure spectra to assist FT-NIR parameter setup. • Software should be able to preview and monitor a spectrum in real time • User should be able to setup sample tables to improve productivity when scanning multiple samples • Sample tables should allow custom data entry fields for additional sample data • The software should allow customisable instrument setup toolbars for simplified operation • The software should allow automatic checking of spectrum quality to preset criteria 		
69	<p>Processing:</p> <ul style="list-style-type: none"> • All processing functions should be fully integrated into the software. • The ability to automate processing into macros is essential. • Batch processing of data is essential. • Spectral processing functions must include; 1st-4th derivative with a variable filter; smooth, difference; normalisation; A, %T, KM, LOG (1/R), cm⁻¹, nm and micron abscissa modes. +,-,*,/, difference, baseline correction, smooth, deconvolution, normalize, interpolate, Kramers-Kronig, ATR correction, peak table, peak height and peak area. 		



INFRARED SPECTROMETER		Complies	
		Yes	No
	<ul style="list-style-type: none"> ○ Ordinate accuracy ○ Noise ○ Throughput ○ Contamination ○ Quantitative control check ○ ASTM Level zero ○ International and country-specific Pharmacopeia tests, including NIR USP linearity tests • Results from all tests should be stored automatically by the system. • The software must allow the test tolerances to be defined by the user 		
	Software User Interface		
70	In addition to a modern Windows 10 compatible interface, the system must offer certain specialized applications to run under a simplified user interface optimized for portable touchscreen, laptop, netbook PC operation. Software upgrade should be free during the warranty period. This service must also be available under a service contract post warranty.		
71	Only Original equipment manufacturers and or certified suppliers will be considered		
72	Must include 3 days of on-site training by a local applications specialist		
73	Must include 2 year warranty		
74	Separate pricing for maintenance and servicing of the equipment		
75	Must include all solutions/standards needed to test the instrument during installation to verify it meets factory specifications.		
76	Price must include delivery ,installation and commissioning		
77	Technical expertise for after sale support		

6 EVALUATION CRITERIA (Phase 2- Functionality Evaluation)

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

CRITERIA*	POINTS	
A. Capacity and ability to deliver Bidders must provide the following: <ul style="list-style-type: none"> □ Number of certified ICP-MS and Infrared Spectrometer (implementation and support) developers that are full time employed by the company and are based in SA (provide the curriculum vitae and certification) □ Evidence of Experience of resources (a minimum of at least three Curriculum vitae and three certifications should be provided). 	25	
B. Implementation Track Record Bidders must provide the following: <ul style="list-style-type: none"> □ Number of end-to-end implementations with ICP-MS and Infrared Spectrometer (implementation and support) that you have completed or still supporting. □ A list of contactable clients and contact numbers for verification of service delivery and quality. This must be for clients that are using ICP-MS and Infrared Spectrometer (implementation and support) (the reference letters should not be older than five years, provide at least a minimum of two reference letters) □ No appointment letters and /or completion certificates will be accepted as reference letters. 		
C. Support Services Process <ul style="list-style-type: none"> □ Resources onsite including meetings or offsite, □ Call Logging and Tracking process, □ Project Management methodology 	20	



D. Presentation <input type="checkbox"/> Presentation on the proposal for support of ICP-MS and Infrared Spectrometer (implementation and support) in the ARC.	30	
TOTAL POINTS	100	

7. DETAILED FUNCTIONALITY EVALUATION CRITERIA

The following points will be used for scoring:

1 = Poor 2 = Acceptable 3 = Good 4 = Very good 5 = Excellent

A. Capacity and ability to deliver	ARC SCM Evaluation Score
1 point: No proof of capacity and ability provided(no proof of curriculum vitae)	1= Poor
2 points: Insufficient proof of capacity and ability provided (provided less than three curriculum vitae)	2= Acceptable
3 points: Provide at least three certified ICP-MS and Infrared Spectrometer developers that are full time employed by the company and are based in SA (provide the curriculum vitae and certification)	3= Good
4 points: Provide at least three certified ICP-MS and Infrared Spectrometer developers that are full time employed by the company and are based in SA with at least five years of experience (provide the curriculum vitae and certification)	4= Very good
5 points: Provide at least three certified ICP-MS and Infrared Spectrometer developers that are full time employed by the company and are based in SA with more than five years of experience (provide the curriculum vitae and certification)	5= Excellent

B. Implementation Track Record	ARC SCM Evaluation Score
1 point: No proof of end-to-end support, development and customization for ICP-MS and Infrared Spectrometer (no reference letters)	1= Poor
2 points: Insufficient proof of end-to-end support, development and customization for ICP-MS and Infrared Spectrometer (less than three reference letters)	2= Acceptable
3 points: Meet a minimum of at least three reference letters required for support, development and customization for ICP- MS and Infrared Spectrometer	3= Good
4 points: Provide five contactable reference letters with clients where ICP-MS and Infrared Spectrometer services delivered were successful	4= Very Good
5 points: Provide more than five contactable reference letters with clients where ICP-MS and Infrared Spectrometer services delivered were successful	5= Excellent



C. Support Services Process	ARC SCM Evaluation Score
1 point: Did not provide support services process.	1= Poor
2 points: Did not meet all minimum requirements of support services process.	2= Acceptable
3 points: Meets all minimum requirements	3= Good
4 points: Meets all minimum requirements	4= Very good
5 points: Meets all requirements from point 1-4 and the bidders should indicate that training manuals for ICP-MS and Infrared Spectrometer will also be provided. Provide the latest technology that will make theARC services more productive such as value-added services.	5= Excellent

POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Percentage (%) Ownership by HDIs		Points 8		
91-100%		8		
81-90		7		
71-80		6		
61-70		5		



51-60		4		
41-50		3		
21-40		2		
1-20		1		
0%		0		
Percentage (%) ownership by Women		Points (4)		
81-100		4		
51-80		3		
31-50		2		
1-30		1		
0%		0		
Percentage (%) Ownership (by Youth		Points (4)		
81-100		4		
51-80		3		
31-50		2		
1-30		1		
0%		0		
Percentage Ownership by PwD		Points (2)		
51-100%		2		
1-50		1		
0%		0		
RDP Goals		Points (2)		
Suppliers located in Gauteng Province(CSD report must reflect Gauteng address)		2		

9 LODGING OF SUBMISSIONS

Tenderers are requested to submit two (2) complete documents into the tender box (one original functionality proposal and **prepare three (3) copies of the functionality proposal.**) A soft copy of the functionality and financial proposal should also be submitted. Tenderer's name and tender number to: The Agricultural Research Council, ATTENTION: **The Senior Supply Chain Manager, A2, ARC VOP Campus, R573 KwaMhlanga/Moloto, Roodeplaat North, Pretoria** by no later than **11:00 (eleven o'clock) on 17 March 2023.**

Submissions not received on time and date specified will not be considered. Any entities/companies that are submitting their proposals as joint ventures are not allowed to submit their own proposals separately from the joint venture. Submitting a second separate proposal from the joint venture will lead to disqualification

1. COMPLIANCE WITH GENERAL CONDITIONS OF CONTRACT

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

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



2. ARC LIABILITY

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

3. SUBMISSION ACCEPTANCE

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

4. PRICES

Tenderers shall indicate the basis on which the services will be charged. In this regard the following information shall be provided:

- Where a Tenderer lacks in-house expertise and may have to outsource certain services, the detail and basis of charges of any such service that may be required must be outlined.
- The tenderer shall reflect service discounts that they will offer throughout the contract duration.
- Tenderer's submissions must reflect the detailed breakdown of the tender price as per
- Prices must include VAT, if it is applicable and all other costs related to the execution of the required services.
- The tenderer agrees not to change the price with VAT or any other Tax subsequent to submitting the tender. This includes subsequent VAT registration.
- All prices quoted are to be in SA Rand and inclusive of Value Added Tax (VAT).
- No change in the prices submitted shall be considered after receipt of response to the Tender submission within the validity period of the tender.



- Bidders shall ensure that the bid price is for the duration of the project, **including escalations.**

5. TERMS OF ENGAGEMENT

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

6. CONTENTS OF SUBMISSION

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

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

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



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

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

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

Failure to submit all the signed and completed Standard Bidding documents and / or any required documentation will result in disqualification.

7. APPROACH AND METHODOLOGY

Bidders should propose a comprehensive approach and methodology regarding the Supply, Delivery, Installation and Commissioning of Cannabis Quality Control Equipment (Icp-Ms and Infrared Spectrometer). **Bidders should also indicate proactive good will services expected to be provided to ARC.**

8. TRACK RECORD

Bidders shall provide a list of companies for which similar services have been rendered/ provided for (attach at least five reference letters)

9. AMPLIFICATION OF SUBMISSIONS

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



10. COST OF PROPOSAL

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

11. BID DOCUMENTS

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

12. DOCUMENTS COMPRISING THE PROPOSAL

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

13. INFORMATION

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



14. PERIOD OF VALIDITY

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

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

15. FORMAT AND SIGNING OF PROPOSALS

The Bidder shall prepare four copies of the proposal, clearly marking one "Original Proposal" and three "Copies of Proposal" as appropriate. In the event of any discrepancies between them, the original shall govern. The four proposals shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the contract.

16. INTERLINEATIONS

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

17. PAYMENT

The successful Bidder shall be paid upon submission of an invoice for each transaction of satisfactory work detailed in the scope.

18. DUE DILIGENCE EXERCISE

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



19. PRICE AND PRICING STRUCTURE

(To be inserted or deposited into the Financial Proposal Envelope)

- Bidders shall indicate the basis on which the services will be charged.
- Where a Bidder lacks in-house expertise and may have to outsource certain services, the detail and basis of charges of any such service that may be required must be outlined.
- The Bidder shall reflect service discounts that they will offer throughout the contract duration.
- Bidders submissions must reflect the detailed breakdown of the bid price as follows:
- Prices must be for the entire period of the tender including price escalation.
- Prices must include VAT, if it is applicable and all other costs related to the execution of the required services.

20. CANCELLATION OF THE BID

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

21. SITE INSPECTION

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

22. SIGNING OF THE SERVICE LEVEL AGREEMENT

The successful service provider will be expected to sign the service level agreement within ten (10) working days after receiving the appointment letter from the ARC Supply Chain Management Unit.

The Agricultural Research Council will then send the letter of award to the preferred bidder with two copies of the completed version of the said contract specimen and the preferred bidder will be firmly obliged to duly sign, initial and properly date both copies of the same and return them to the Agricultural Research Council for its signature



within 10 (Ten) working days of their receipt of the said documents, failing which the Agricultural Research Council will be entitled, in its sole and total discretion and without further notice to such preferred bidder to write to such preferred bidder, summarily withdrawing the tender award, due to such contract signing process delay on the part of the given preferred bidder.

23. RETURNABLE DOCUMENTS

Returnable Schedules / Documents required for bid evaluation purposes

	Returnable Schedules / Documents	Yes	No	N/A
1.	Certified copy of Identity Documents of Shareholders / Directors / Members			
2.	Company Registration Documents			
3.	Company Profile & CV's of key personnel			
4.	Proof of Central Supplier Database Registration (CSD Report)			
5.	SARS Issued PIN number			
6.	Completed and signed SBD forms			
7.	Detailed Approach and Methodology			
8.	Company Profile			
9.	Functionality Envelope			
10.	Financial Envelope for price only			

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (AGRICULTURAL RESEARCH COUNCIL)					
BID NUMBER:	ARC/12/10/2021/2	CLOSING DATE:	17 March 2023	CLOSING TIME:	11:00
DESCRIPTION	THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF CANNABIS QUALITY CONTROL EQUIPMENT (ICP- MS AND INFRARED SPECTROMETER).				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Building A2, ARC VOP Campus, R573 KwaMhlanga/Moloto Road, Roodeplaat North, Pretoria 0002					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. Phuti Buthane		CONTACT PERSON		
TELEPHONE NUMBER	012 800-8400		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	ButhaneP@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					
	TAX	3	OR 40	CENTRAL SUPPLIER DATABASE	



SUPPLIER COMPLIANCE STATUS		COMPLIANCE SYSTEM PIN:		No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		Yes <input type="checkbox"/> No <input type="checkbox"/>
[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?	[IF YES ENCLOSE PROOF] <input type="checkbox"/> Yes <input type="checkbox"/> No		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		IF YES, ANSWER THE QUESTIONNAIRE BELOW <input type="checkbox"/> Yes <input type="checkbox"/> No
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				YES <input type="checkbox"/>	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				YES <input type="checkbox"/>	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				YES <input type="checkbox"/>	<input type="checkbox"/> 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

<p>1. BID SUBMISSION:</p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>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.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
<p>2. TAX COMPLIANCE REQUIREMENTS</p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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."</p>

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 QUIRIESMAY BE DIRECTED TO:**

Department: Supply Chain Management

Contact Person: Phuti Buthane

Tel: (012) 800 8400

E-mail address: ButhaneP@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.

SBD3.3

PRICING
SCHEDULE
(Professional
Services)

NAME OF BIDDER: BID NO.: **ARC/12/10/2021/2**

CLOSING TIME **11:00** CLOSING DATE: **17 March 2023**

OFFER TO BE VALID FOR 120 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.....

5. PHASE 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
QUANTITY AMOUNT

RATE

-----	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, eg. 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	RATE
QUANTITYAMOUNT	
-----	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.

.....

.....

.....

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.

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.

2.2

Full Name	Identity Number	Name of State institution

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:

.....

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

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.

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

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL

PARTICIPATION PROGRAMMEINTRODUCTION

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

or

- (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$ 10million.
- 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
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

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

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 maybe 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:
- a. The contractor and the DTI will determine the NIP obligation;
 - b. The contractor and the DTI will sign the NIP obligation agreement;
 - c. The contractor will submit a performance guarantee to the DTI;

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

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

Bid Number:

Closing Date:

Name of Bidder:

.....

Postal

address:.....

.....

Signature:

Name (In print):

Date:

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80

SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

2. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.4.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender.

For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(c) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(d) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Percentage (%) Ownership by HDIs		Points 8		
91-100%		8		
81-90		7		
71-80		6		

61-70		5		
51-60		4		
41-50		3		
21-40		2		
1-20		1		
0%		0		
Percentage (%) ownership by Women		Points (4)		
81-100		4		
51-80		3		
31-50		2		
1-30		1		
0%		0		
Percentage (%) Ownership (by Youth		Points (4)		
81-100		4		
51-80		3		
31-50		2		
1-30		1		
0%		0		
Percentage Ownership by PwD		Points (2)		
51-100%		2		
1-50		1		
0%		0		
RDP Goals		Points (2)		
Suppliers located in Gauteng Province(CSD report must reflect Gauteng address)		2		
Total Points				

- **NB- Information will be verified through CSD (Central Supplier database)**

DECLARATION WITH REGARD TO COMPANY/FIRM

3. Name of company/firm.....
4. Company registration number:
5. TYPE OF COMPANY/ FIRM
 - ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company

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

- organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be

used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

..... (Bid Number and
Description)

in response to the invitation for the bid made by:

.....
(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf
of:

that: (Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

10. 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.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person Authorised to sign Tender:

FULL NAME: BLOCK
LETTERS)

SIGNATURE:

DATE:

DESIGNATION:

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 undersignedin my
 capacity as an authorized representative of
 registration number.....

HEREBY ACKNOWLEDGE:

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

NAME(s): (BLOCKLETTERS).....

CAPACITY of authorized agents:

SIGNATURE(s) of authorized agents:

SIGNED AT on this day of

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

1.

2.

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

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. “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.
- 1.10 “Dumping” occurs when a private enterprise abroad markets its goods on its 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.
- 1.11 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.12 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.13 “GCC” means the General Conditions of Contract.
- 1.14 “Goods” means all of the equipment, machinery, and / or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.15 “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.

- 1.16 “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.17 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.18 “Order” means an official written order issued for the supply of goods or works or the
- 1.19 “Project site”, where applicable, means the place indicated in bidding documents.
- 1.20 “Purchaser” means the organisation purchasing the goods.
- 1.21 “Republic” means the Republic of South Africa
- 1.22 “SCC” means the Special Conditions of Contract
- 1.23 “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.
- 1.24 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.25 “Tort” means in breach of contract.
- 1.26 “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

- 1.27 “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 or 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
- 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

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,

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
- 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

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 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, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend 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 minoressential 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 servicesare not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance
- pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant toGCC 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 tocomplete the contract and without prejudice to his other rights, be entitles 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 writtennotice of default sent to the supplier, may terminate this contract in whole or in part:

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

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

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

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

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly

or partly exercises or exercised or may exercise control over the enterprise of the first- mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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

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

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

24. Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount

of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-

dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is 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 in 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 willful misconduct, and in the case of infringement pursuant to Clause 6;
- a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or

consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and / or damages to the purchaser; and

- b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

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 foreigner 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

34.3 If 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.