



AGRICULTURAL RESEARCH COUNCIL

REQUEST FOR PROPOSAL FOR:

TENDER NO: ARC/24/11/2021

DOCUMENT AND CONTENT MANAGEMENT.

Non-Compulsory Briefing Session: 06 December 2021 at 11:00 am

1134 Park Street, Hatfield, Pretoria

Closing Date: 15 December 2021

TIME: 11:00

Bidder's Name:.....

Central Supplier Database number:

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



1. OVERVIEW

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

The Agricultural Research Council (ARC) invites suitably qualified and experienced service providers to assist with the document and content management.

2. TENDER SUBMISSION

Completed and sealed tender submissions reflecting **“ARC/24/11/2021 and the name of the tenderer”** must be deposited into the Tender Box located at **1134 Park Street, Hatfield, Pretoria** for the attention of: “The Senior Supply Chain Manager”, **by no later than 11:00 (eleven o’clock) on 15 December 2021.**

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 four Functionality documents into the tender box (one original functionality and prepare **three (3) copies of the functionality proposal**). **A USB of the functionality proposal and a USB of the Financial proposal should also be submitted. The name of the bidder and the tender number should reflect on the “sealed” envelopes.**

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

Closing Date: 15 December 2021
Closing Time: 11h00

1. PURPOSE

The purpose of this request for proposal is to call on prospective bidders to assist with the document and content management.

2. BACKGROUND

Agricultural Research Council (ARC) is mandated to support and develop the agricultural sector in South Africa through research and innovation. For ARC to continue doing so, it constantly needs to keep abreast with the new way of driving value and creating customer satisfaction. As a research institution that produces knowledge; it is also vital for ARC to manage the documents, content, and research properly. Investment in a document and content management system is, therefore, necessary to achieve the aforementioned.

In June 2021, ARC, conducted a Document and Content Management assessment.

The project assessed the current needs, requirements, and processes relating to document and content management within ARC. Upon completion of the assessment a detailed requirements document outlining key document and content management processes, tools, and instruments required to support the ARC strategic objectives were developed.

Included in the activities was the review of existing ARC documentation as well as the assessment of the current state for the document and content management technology of the ARC with the aim of assessing their efficacy to meet the defined requirements of the ARC.

Based on the assessment results, a sound document and content management strategy, plan, and roadmap that meets the requirements of the ARC, which informs the requirements in this tender was drafted.

2.1 ARC Document and Content Management Stakeholders

The following stakeholders are key for the document and content management project of the ARC but not limited to:

- a) The Information and Communication Technology (ICT) team.
- b) Animal Science Team.
- c) Crop Science Team.
- d) Finance Team.
- e) Human Resource Team.
- f) Legal Team.
- g) The Information Management (i.e., Library management) Team.
- h) Registry management Team, as well as the
- i) ARC secretaries and administrators Team.

As part of gathering Information regarding the current state of documents and records management within ARC, workshops with the above-mentioned key stakeholders were conducted.

2.2 Current Staff and User Base

The ARC consists of a staff complement of about two thousand five hundred (2500) employees, of which approximately 1000 staff members are students, and an estimated one thousand five hundred (1500) staff members are permanent employees.

The estimated one thousand five hundred (1500) employees will use the document and content management services and solutions to be established within the ARC. ARC staff is based across the twelve (12) campuses of the ARC, across the various provinces of South Africa, including the Head Office (also known as the Central Office).

3. TERMS OF REFERENCE / SCOPE OF WORK

The ARC was established in terms of the Agricultural Research Act (No. 86 of 1990, as amended by Act 27 of 2001), from which it derives its core mandate. As a Section 3A institute, the ARC must comply with several acts and statutes that govern the South African public sector, including Acts and Statutes relating to the management of Information, documents, and records.

3.1 Regulatory Requirements & Internal Governance Framework

Currently, the ARC observes and ensure compliance to several regulatory requirements as well as internal governance framework relating to the ARC core business and support functions. These include but are not limited to:

- a. International norms and standards on agriculture.
- b. ARC policies and manuals.
- c. ARC checklist.
- d. International document management rule for plagiarism.
- e. Agricultural Research Act no 86 of 1990 and the relevant amendments.
- f. HR related Acts and statutes such as:
- g. Basic conditions of Employment Act, Act no 75 of 1997.
- h. Labour Relations Act, Act no 66 of 1995.
- i. Pension Fund Act, Act no 24 of 1995.
- j. Employment Equity Act, Act no 58 of 1998 as well as,
- k. Finance-related ACTs and statutes, to name but a few.

3.2 Compliance to the South African Regulations and Acts

The proposed DCMS must comply with the below regulations and acts:

- a. National Archives and Record Services Act, Act 43 of 1996.
- b. Protection of Personal Information Act, Act 04 of 2013.
- c. Protection of Information Act, Act 44 of 1982.
- d. Promotion of Access to Information Act, Act 2 of 2000.5
- e. Electronic Communication and Transactions Act, Act 25 of 2002.
- f. The Promotion of Administrative Justice Act 3 of 2000.
- g. The Public Finance Management Act No 1 of 1999.

- h. The Public Service Act, Proclamation No 3 of 1994.

3.3 ARC Applications Integration

The DCMS is required to be integrated with different ARC applications, including the below, but not limited to these, as the versions of the below applications may change over time:

Table 1: ARC Key Applications

Document and contentrelated solution	Description
ARCLAB - ARC Research	Laboratory Information Management system - manage jobs per research lab.
Labware – ARC Research	Laboratory Information Management system - manage jobs per research lab.
Agromet Climate Web Database	Web app used to access current and historical data collected from weather stations, generate reports.
CorelDraw (SWC)	Used to prepare marketing materials, pamphlets, and publications.
ARC SharePoint	SharePoint Internet and Intranet website, as well as enterprise content management.
ARC Email system (Microsoft Exchange)	Email Communication System.
Microsoft Dynamics AX 2012	Financial and supply chain management.
Unified Communications (Skype, MS Teams, Zoom).	Collaboration tools.
Signing-Hub	Electronic signature solution.
BoardPac Application	Manages Board meeting packs.
Electronic Quality Performance Reporting System (EQPRS)	A file transfer protocol used to share Information with external parties.

3.4 Skills Transfer, Training and SLA

The successful bidders will be required to provide ad hoc training and transfer skills to ARC super users, system administrators, and end-users for the DCMS.

The successful bidders will be required to sign a Service Level Agreement for support and maintenance for three years after the implementation.

4. OBJECTIVES

The ARC's objectives for the tender are:

- The ARC is seeking to acquire and implement a DCMS.

- To select the bidders who can best meet the service requirements and ensure continuous good service and support to ARC business.
- Further, improve client satisfaction within the ARC.

5. TENDER SUBMISSION

5.1 Compulsory ARC Requirements

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

Conditions of the bid

- The Service Provider must submit two proposals in separate envelopes marked “Financial Proposal” and “Functional Proposal”.
- Company profile and CVs of key personnel to be used in execution of this tender.
- Bidders must submit at least a minimum of three reference letters indicating similar work that has been done in the past five years.
- A briefing session (not compulsory) of interested vendors will be held at the Agricultural Research Council, 1134 Park Street, Hatfield, Pretoria on 06 December 2021 at 11:00am in which the requirements will be discussed.

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 rates per user licence.
- A comprehensive company track record including CVs of the project team members must be included.

Failure to adhere to the above requirements will lead to disqualification.

6. TENDER SPECIFICATIONS

6.1 ARC Business Requirements

The following table lists the ARC Business Requirements.

No	Business Requirements	Business Drivers
	a	b

1.	Planning	i. There is a business need for information superiority. ii. Information (i.e., Documents and records) needs to be managed as a key and integrated business resource, along with other organisational resources, with the purpose of supporting the execution of business processes.
		i. Information needs to be managed over its entire life cycle by means of a formal and holistic approach. ii. Structured and unstructured content needs to be managed as an integrated entity. iii. Information requirements need to be established to ensure that the information needs of the organisation are met in a uniform and integrated manner.
2.	Collection, Creation, Receipt and Capture	i. The collection of Information needs to be optimised, i.e., Information is collected once, at the best possible source, for the best price. ii. The cost of capturing of Information needs to be optimised. iii. Paper bound content needs to be reduced. iv. Content storage and efficient retrieval needs to be automated. v. DCMS must manage content from its inception for instance raw research data and manage such data throughout the research process in line with signed research contracts.
3.	Organisation and Retrieval	i. Enterprise-wide terminology and definitions need to be standardised. ii. Manual indexing of Information needs to be eliminated as far as possible. iii. Organising and storage of Information needs to be consistent, mainly by means of standardised metadata fields and metadata content. iv. Enterprise-wide access to Information needs to be optimised, within limits of security prescripts. v. Content needs to be accessible via multiple access points since most records entail more than one subject. vi. Re-creation or looking for 'lost' content that is known to exist, but cannot be found, needs to be eliminated. vii. Retrieval of general and specific Information needs to be optimised. The solution must facilitate the process where Information is

		organised in such a manner that it can address both ends of the spectrum.
		i. The phenomenon that content is solely available to the person that created it, because only that person knows where the document is stored, needs to be minimised. As a result, a functionality to cater for centralised storage and retrieval of Information must be provided. ii. Searches for content on an enterprise-wide scale need to be provisioned.
4.	Use and Dissemination	i. Document and content re-use in organisations need to be realised. ii. There is a continuous need for applicable management information and reliable business intelligence to enhance the execution of business processes and to enable decision support. iii. An information glut needs to be prevented, especially to prevent the dissemination of content to people who don't need it or who have already received it. iv. The possibility of non-delivery of content and records needs to be eliminated. v. Control over the exponentially growing volume of Information (referred to as "information explosion") within an organisation needs to be established.

5.	Maintenance, Disposition, Preservation	Protection, and	i. Information content related risks need to be minimised. ii. There is a need for configuration management and version control on all content to ensure transparency and auditability. iii. Information needs to be managed over its entire life cycle, while ensuring migration of content in accordance with application life cycle management. iv. Duplication of content needs to be eliminated. v. Inferior quality information needs to be eliminated. vi. Non-aligned, non-integrated, and multiple storage locations of content needs to be eliminated. vii. Corporate reference data must be established as baseline for the maintenance, protection, disposition, and preservation of Information. viii. Corporate memory needs to be preserved. ix. Obsolete content has to be reduced.
6.	Control		i. There is a need to establish whether information delivery is according to prescripts. ii. There is a need for the delivery of quality information related services. iii. There is a need to ensure that reliable and credible Information is provided in accordance with a defined information requirement.
7.	Compliance		i. There is an international drive for compliance to Information related legislation. ii. Organisations are obliged, by the Constitution of the RSA, to provide Information and/or access to Information upon request. iii. There is a drive to hold all stakeholders accountable for decisions made, actions carried out and money spent. iv. This necessitates organisational specific governance, which is properly maintained. Information Management concepts, principles and practices need to be integrated with comprehensive information management policies, processes, and procedures to ensure the integrity of Information

8.	Collaboration	i. A need exists for enhanced integration and/or coordination between large numbers of disparate information systems, as well as between various business stakeholders, at all organisational levels. ii. A need exists for coordination between business stakeholders and partners/clients, outside the organisation. iii. There is a need for enhanced adoption and use of information systems.
9.	Agility and Responsiveness	i. There is a requirement for rapid response to information needs/requirements despite the increase in information volume. 1. Information users must be able to find process and disseminate Information in continuously reducing time frames and with unfailing accuracy. 2. Lack of Information is no longer the problem—but lack of time to correlate, categorize, analyse, and act on the Information has become a crucial problem especially in a research-intensive organisation like the ARC. 3. The ability to rapidly make informed decisions is becoming increasingly critical to positioning and service delivery. ii. The impact of inferior information management, with regards to aspects such as lost time, money and wasted opportunities, needs to be minimised. Business-critical content (i.e., research related document, records, and content) is often not in place at the right time, compromising relationships with customers, suppliers, partners, and employees.
10.	Security	i. The Information Resource needs to be protected against the information onslaught. ii. Accessibility of Information to all authorised users must be ensured, within security prescripts.

6.2 Functional Requirements for Compliance

6.2.1 National Archives and Records Service of South Africa (NARSSA)

The regulatory requirements for the ARC are to comply with as well as best practice standards requirements, the ARC requires a compliant document and records management solution, which is compliant with the National Archives and Records Service of South Africa (NARSSA), which are based on the requirements of the South African National Standard (SANS) 15489 and are aligned to the requirements of the ISO 15489 Standard.

Both the SANS standard as well as the ISO standards do not issue certification of compliance on solutions. However, the US DOD 5015.2 issue certificate of compliance to document and records management solution and their requirements are aligned to the requirements of both ISO 15489 as well as SANS 15489.

The table below provides a list of document and records management requirements that will meet the compliance requirements of the ARC.

Table 3: ARC DCMS Functionality Requirements for Compliance

No	Compliant DCMS Functionality for ARC	DCMS Sub - Functionality	Functionality Description
	a	b	c
1.	Document Management Functionality.	Overview of the functionality	A document management functionality in a DCMS solution provides a secure, central repository for the management of the ARC documents and records. The offer the functionality for organizing and sharing of content as well as the management of content of all types and formats (i.e., office applications, emails, graphics, audio, images, renditions etc.).
1.1		Creation	The recommended compliance DCMS solution for the ARC allows for the creation of document and content through the creation of new documents or adding an existing document to the system. The document created can be created through Windows Explorer, On-Premises, or cloud version of MS Application. The document created can be allocated a unique identifier and can be viewed in native application or HTML rendition.
1.2.		Organisation	The envisaged ARC solution will allow for both manual and automatic indexing and classification of Information based on specific business rules. The solution will also allow for allocation of mandatory and optional metadata to be captured by users, as well as the functionality to have a parent child relation relating to the metadata captured.
1.3.		Manage	This solution will allow users to edit the documents in the DCMS thereby created a new version of the document. The solution will provide the functionality for major and minor version control. In addition, the compliant ARC DCMS solution will provide the functionality to copy, move, delete single or bulk documents, and provide audit trail of all activities completed on the system. In managing document, the solution will provide cross referencing functionality will send notification of another document reference the one document, especially when the users want to delete a record.
1.4.		Permission	The recommended compliant solution for ARC will provide the functionality to allocate permissions at object and folder level and allow for inheritance of permission at subfolder and object level in-line with the information security policy and design guidelines.
1.5.		Access Control	This solution will allow for role-based access control where object level permission will be based on roles and

			in- line with the information security policy and design guidelines.
1.6.		Search and retrieval	The solution will allow users to search content, to search metadata to do both metadata and content search, as well as conduct advanced searches on the solution. Browsing of folders will also be provided and will be based on defined permissions and access control.
2.	Scanning Functionality	Functionality overview	This functionality allows for the digitization of paper through the scanning function. The functionality allows the organisation to connect a scanning device and release digitized versions of paper documents into the central document management repository where they can be controlled and used more effectively.
2.1		Basic and advanced Scanning	The solution will allow for basic scanning functionality as an out of the box solution. However, the solution will be integrated to an advance scanning solution for more complex ARC scanning requirements. In addition, the solution will cater for the indexing of scanned documents for the basic scanning requirements and facility Optical Character Recognition and Intelligence Character Recognition for more complex requirements linked to specialised scanning solutions.
3.	Records Management Functionality	Functionality overview	The records management functionality allows for both automatically and manual classification of the documents and records and assists in ensuring that the classification is done consistently and accurately.
3.1		Declaration of records	The proposed solution compliant will integrate with any digital signature solution allowing the document to be electronically declared as a records. In addition, the solution will be allowing the capturing and declaration of the documents to records through the scanning process. The solution will also facilitate the adding for additional records management metadata to the records upon declaration.
3.2		Management of physical records.	The solution will allow for the management of physical records. The solution will manage the movement of physical record and track activities around the check-in and check-out of the physical records. In cases where physical records are linked to the electronic records, the system will create an electronic between the physical records stored in the registry as well as the electronic record stored in the DCMS.

3.3.		Classification	The proposed solution will allow for the configuration of the National Archives and Records Service of South Africa (NARSSA) approval File Plan, allowing the Records Managers and Specialist to classify ARC documents and records according to the approved File Plan. A file plan link to records stored in both physical format and electronic records will also be facilitated in this solution. The solution will prevent records to be edited thereby ensuring the authenticity, accuracy, reliability, and completeness of the record always.
3.4		Allocation of retention schedule.	The solution will allow for the allocation retention schedule for all document types created. The solution will allow for the allocation of the retention schedule at a record time as well as the record series level. An automated identification of records with a retention schedule will be facilitated by the solution. The solution will also allow for the sending a notification to the Records Manager and records owner informing them of the records end of life status. Furthermore, the solution will allow for an extension of a retention schedule if required.
3.5		Disposition	The recommended compliant DCMS solution for the ARC will provide for record disposition at the end of record life. The solution will allow for the functionality to add a disposition trigger linked to the document type and retention schedule. The solution will provide for the functionality to either destroy or transfer the record to an archive should disposition be triggered.
3.6		Redaction	The solution will provide a functionality to redact parts of the records before sharing the records with unauthorised users. The solution will allow for the functionality to created major version of the record upon redaction of content.
3.7		Stub	When both physical and electronic are destroyed, the solution will provide for a functionality to create a records stub.
3.8		Legal Hold	The recommended compliant solution for the ARC will provide for a legal hold functionality in cases of the litigation. This means that, in cases where records have reached end-of-life and identified for destruction, if a legal hold is place on these records, these records will not be destroyed until such time that legal hold is lifted.
4.	Archiving Functionality	Functionality overview	This functionality will allow ARC users to store content from various sources into a central Enterprise Library. It aims at supporting the ARC organisational compliance efforts and allows for the ARC users to abide by new regulations such the Protection of Personal Information

			(POPI) Act designed to ensure the integrity of information control and reporting.
4.1		Removal of records from primary storage	The solution will provide for a functionality that ensure that all record that require archiving are securely moved to a secondary storage facility long term preservation purposed.
4.2		Preservation.	The proposed compliant DCMS for the ARC will provide for a functionality to preserve record by ensuring that no modifications and/or destruction of records is allowed as per defined business rules. The solution will allow the management of preserved records with the associated metadata to ensure that the business context to which the records was created is maintained through the preserved life of a record.
5.	Content Centrix Workflow functionality	Functionality overview	Content Centrix Workflow functionality facilitate the movement of content both within and beyond an enterprise. They are put in place to complete business processes efficiently and get this documents and records quickly incorporated into back-end systems of record while ensuring a high level of information integrity and a reliable basis for strategic operational decisions.
5.1		Creation of workflows	The solution will allow for the creation different workflows to be designed and created with respect to specific authoring e-templates/e-forms.
5.2		Management of workflows	The proposed EDRMS solution will allow for authorised users to configure and manage workflow processes, with notifications and escalations.
5.3		Sequential workflow	The solution will allow for the creation of simple graphical tools to map out the process flow. In addition, the solution will provide for the functionality must allow authorized users and administrators to automate routine activities, streamline the movement of content across teams, show measurable cost and time savings
6.	Document and Content Collaboration Functionality	Functionality Overview	This functionality allows for creating, sharing, distributing, and managing enterprise document and records and content within the organization and externally securely, enabling remote workers and team members to collaborate in real-time.
6.1		Co-authoring	The solution will provide a functionality for real-time collaboration on documents that were created and shared on DCMS.
6.2		Project activity monitoring and tracking	The proposed compliant solution will provide for a functionality that will enable ARC team members and employees to define, organize, share, and monitor their work from development to delivery. In addition, the ARC team will be able to allocate tasks and to follow-up to ensure that project deliverables are on track, and that important deadlines and dates are met

6.3		Additional collaboration	The proposed solution will be able to provide additional collaboration functionality on document that includes teams and project rooms, Forums, discussions, notifications, Tasks list, polls, Blogs, Wiki, Communities, News. Commenting.
7.	Integration to line of business solutions.	Solution	The recommended compliant solution will allow for integration into line of business solutions. The functionality allows organizations to streamline their key business processes, eliminate errors and delays, improve process visibility, make their workers more productive, deliver better customer service, and reduce risk. In addition, a line of business integrated document and content management solution makes it easier for users to gain access to data within other applications more quickly, reducing the amount of time that the users need to spend searching for the Information. The ARC will be able to integrate the document management solution with line of business application such as Microsoft Office 365, SharePoint, Signing-hub, Microsoft dynamics and other line of business applications that are deemed necessary for integration.

6.2.2 ARC Information Management Strategy

It is envisaged that as part of the implementation, the selected bidder will assist the ARC with the development of a formal ARC Information Management Strategy.

6.2.3 ARC Documents and Content-Type List

A document and content inventory are an indication of the document types that are mostly used within the ARC, and it is an indicative list of the document types that will be created for use within the DCMS.

The following table lists amongst others a summary of the document types within the ARC.

Table 4: List of Documents

No	Document type
1.	Strategy documents
2.	Organisational policies
3.	Organisational procedures
4.	Request for Quotation documents
5.	Request for Proposal documents

6.	Bidder response documents
7.	Requirements documents
8.	System design documents
9.	Technical specification documents
10.	System test documents
11.	Research proposals
12.	Research reports
13.	Research supporting documents
14.	Research raw data
15.	Sole Supplier Submissions - Section 33
16.	Single Supplier Submissions- Section 34
17.	Emergency Submissions- Section 44
18.	Bid Adjudication Committee (IBAC) Submissions, Minutes of Meetings & Declarations
19.	Corporate Tender Committee (CTC) Submissions
20.	Work In Progress Certificates
21.	Research Contract Progress Reports (Client reports)
22.	Project Proposals
23.	Employment Contracts
24.	ARC Pension Fund Retirement forms
25.	Medical disability forms

7. TECHNICAL EVALUATION QUESTIONNAIRE

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.

EVALUATION QUESTIONNAIRE

A. CAPACITY AND ABILITY TO DELIVER:

References		
	COMPLY	
	YES	NO
Proof of Curriculum Vitae of resources that are employed full time		
Proof of a Document & Content Management System implementation and support		
Substantiate: Curriculum Vitae should be attached.		

B. IMPLEMENTATION TRACK RECORD

References		
	COMPLY	
	YES	NO
Proof of end-to-end Document & Content Manager Systems implementations that you have completed and are still supporting.		
Substantiate: At least three reference letters of contactable clients whom you provided similar service to must be attached.		

C. SUPPORT SERVICES

Implementation and Post Implementation Support Services		
	COMPLY	
	YES	NO
Implementation, Training and post implementation support		
Substantiate: A detailed proposal and methodology should be attached.		

D. PRESENTATION

Implementation and Post Implementation Support Services		
	COMPLY	
	YES	NO
Bidder must demonstrate the functionality of the complete solution with a presentation to the ARC stakeholders		
Substantiate: Solution presentation must be provided to the ARC on request.		

7.1 EVALUATION CRITERIA

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

CRITERIA	WEIGHT	
A. Functionality Bidders must provide full and detailed proposal that provides information of how their solution will meet the specifications and related business requirements indicated	20	

B. Capacity and ability to deliver Bidders must provide a detail/clear company profile and CV of key personnel who would be providing implementation, training, and post implementation support.	20	
C. Implementation Track Record Bidders must provide 3 reference letters of similar work conducted including implementation, training, and post implementation support.	20	
D. Implementation and Post Implementation Support Services - Bidders must provide a detailed proposal with the following: a. Implementation and project management approach b. Training Approach c. Post Implementation support approach	20	
E: Presentation Bidder must demonstrate the functionality of the complete solution	20	
TOTAL POINTS	100	

Refer to Technical Evaluation QUESTIONNAIRE

DETAILED FUNCTIONALITY EVALUATION CRITERIA

The following points will be used for scoring:

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

A. Functionality	Points score
1 point: Between 0% and 20% of the required functionality in the DCMS solution	1= Poor
2 points: Between 21% and 49% of the required functionality in the proposed DCMS solution	2= Acceptable
3 points: Between 50% to 70% of the required functionality in the proposed DCMS solution	3= Good
4 points: Between 71% to 75% of the required functionality in the proposed DCMS solution	4= Very good
5 points: More than 75% of the required functionality in the proposed DCMS solution	5= Excellent

B. Capacity and ability to deliver.	Points 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 qualified full time employed by the company and are based in SA (provide the curriculum vitae and certification) with three to four years' experience.	3= Good
4 points: Provide at least three qualified 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 qualified 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

C. Implementation Track Record	Points score
1 point: No proof of implementation of a Document & Content Management System (no reference letters)	1= Poor
2 points: Insufficient proof of implementation of a Document & Content Management System and training (1 to 2 reference letters)	2= Acceptable
3 points: Meet a minimum of at least three reference letters required for implementation of a Document & Content Management System	3= Good
4 points: Provide four contactable reference letters with clients where Document & Content Management System was delivered successfully	4= Very good
5 points: Provide more than four contactable reference letters with clients where Document & Content Management System was delivered successfully	5= Excellent

D. Implementation and Post Implementation Support Services	Points 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 (Training Approach, Post Implementation Approach/Methodology and Project Management methodology)	3= Good
4 points: Meets all minimum requirements but the quality is very good	4= Very good
5 points: Meets all requirements from point 1-4, and other value-added services.	5= Excellent

E. Detailed DCMS Solution Presentation	Points score
1 point: Presentation showing between 0% and 20% of the ARC required DCMS functionality	1= Poor
2 points: Presentation showing between 21% and 49% % of the ARC required DCMS functionality	2= Acceptable
3 points: Presentation showing between 50% to 70% % of the ARC required DCMS functionality	3= Good
4 points: Presentation showing between 71% to 75% % of the ARC required DCMS functionality	4= Very good
5 points: Presentation showing More than 75% % of the ARC required DCMS functionality	5= Excellent

Bidders that do not obtain a minimum of 48 points (60%) for functionality will be disqualified and will not be evaluated further on presentation.

Bidders that do not obtain a minimum of 10 points (50%) after presentation will be disqualified and will not be evaluated further on price and BBEE.

Price and BBEE Evaluation

The 80/20 principle will apply in terms of the Preferential Procurement Policy Framework Act.

80 Points will be allocated to price and 20 Points will be allocated to the BBEE status level.

The 80/20 principle will apply in terms of the Preferential Procurement Policy Act.

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

8. LODGING OF SUBMISSIONS

Tenderers are requested to submit four documents into the tender box (one original functionality proposal and **prepare three (3) copies of the functionality** proposal.) A USB of the functionality and a USB of the financial proposal should also be submitted. Tenderer's name and tender number to: **The Agricultural Research Council, ATTENTION: The Senior Supply Chain Manager, ARC 1134 Park Street PRETORIA**, by no later than **11:00 (eleven o'clock)** on **15 December 2021**.

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.

9. 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.

10. 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.

11. 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.

12. 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

13. 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:

- 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.

14. APPROACH AND METHODOLOGY

Bidders should propose a comprehensive approach and methodology regarding the document and content management. **Bidders should also indicate proactive good will services expected to be provided to ARC.**

15. TRACK RECORD

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. PERIOD OF VALIDITY

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

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

22. 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.

23. 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.

24. DUE DILIGENCE EXERCISE

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

25. CANCELLATION OF THE BID

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

26. 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.

27. 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.

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (AGRICULTURAL RESEARCH COUNCIL)					
BID NUMBER:	ARC/24/11/2021	CLOSING DATE:	15 DECEMBER 2021	CLOSING TIME:	11:00
DESCRIPTION	DOCUMENT AND CONTENT MANAGEMENT				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
1134 PARK STREET, HATFIELD, PRETORIA (NEXT TO GAUTRAIN STATION)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR. MUSA ZONDO		CONTACT PERSON		
TELEPHONE NUMBER	012 427-9733		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	ZONDOMP@ARC.AGRIC.ZA		E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

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

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

Department: Supply Chain Management

Contact Person: Ms. Lungile Kubheka

Tel: (012) 842-4078

E-mail address: kubhekal@arc.agric.za/scmrequests@arc.agric.za

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

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.: **ARC/24/11/2021**

CLOSING TIME **11:00** CLOSING DATE: **15 December 2021**

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

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

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

R.....

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

4. PERSON AND POSITION, HOURLY RATE AND DAILY RATE

----- R-----
----- R-----
----- R-----
----- R-----

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

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

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

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

-----	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	QUANTITY	AMOUNT
---------------------------------------	------	----------	--------

-----	R.....		
-----	R.....		
-----	R.....		
-----	R.....		

TOTAL: R.....

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

.....

7. Estimated man-days for completion of project

.....

8. Are the rates quoted firm for the full period of contract?

*YES/NO

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

.....

.....

.....

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

AGRICULTURAL RESEARCH COUNCIL – CENTRAL OFFICE

Department: Supply Chain Management

Contact Person: Ms. Lungile Kubheka

Tel: (012) 842-4078

E-mail address: kubhekal@arc.agric.za/scmrequests@arc.agric.za

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax	Reference	Number:
.....		

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bid presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES/NO

2.9.1 If so, furnish particulars.

.....

.....

.....

2.10 Are you, or any person connected with the bidder, YES/NO

aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1If so, furnish particulars.

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

2.11.Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1If so, furnish particulars:

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

3. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Reference Number	Tax Number	State Number	Employee / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- B-BBEE Status level certificate issued by an authorized body or person;
A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
Any other requirement prescribed in terms of the B-BBEE Act;

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

WITNESSES

- 1.
- 2.

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

DATE:
.....

ADDRESS
.....

SBD 8

DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. The ARC tender document must form part of all tenders invited.
2. It serves as a declaration to be used by the ARC in ensuring that when goods and service are being procured; all reasonable steps are taken to combat abuse of the supply chain management system.
3. The tender of any tenderer may be rejected if that tenderer, or any of its directors have:
 - a) Abused the ARC's supply chain management system or committed any improper conduct in relation to such system;
 - b) Been convicted for fraud or corruption during the past five years;
 - c) Wilfully neglected, reneged on or failed to comply with any government, ARC or other public sector contract during the past five years; or
 - d) Been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004).
4. In order to give effect to the above, this form must be completed in full and signed. Failure to comply will result in the tender being disqualified. The following questionnaire must be completed and submitted with the tender:

ITEM	QUESTION	RESPONSE	
4.1	Is the tenderer or any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector? (Companies for persons who are listed on this database were informed of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)	Yes	No

ITEM	QUESTION	RESPONSE	
	If so, furnish particulars:		
4.2	Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012 326-5445)	Yes	No
	If so, furnish particulars:		
4.3	Was the tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Arica) for fraud or corruption during the past five years?	Yes	No
	If so, furnish particulars:		
4.4	Was any contract between the tenderer and the ARC or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
	If so, furnish particulars:		
4.5	Was the tenderer or any of its directors employed in the service of the state in the past twenty-four months?	Yes	No

ITEM	QUESTION	RESPONSE
	If so, furnish particulars:	

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:

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 *pe 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 (SBD 9) 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 undersigned in my capacity
as an authorised representative of registration
number

HEREBY ACKNOWLEDGE:

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

NAME(s): (BLOCK LETTERS)

CAPACITY of authorised agents:

SIGNATURE(s) of authorised agents:

SIGNED AT on this day of

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

1.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following items shall be interpreted as indicated:

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

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

- 1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 “Tort” means in breach of contract.
- 1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility of all aspects of the project and delivers the full end product / service required by the contract
- 1.28 “Written” or ‘in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information inspection

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

6. Patent rights

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

7. Performance Security

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

8. Inspections, tests and analysis

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
- 8.3 Is there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analysis shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relive the supplier of any warranty obligations under the contract; and
 - b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and / or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchase shall evaluate the situation and may at his

discretion extend by the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or service from a national department, provincial department or a local authority.
- 21.4 The right is reserves to procure outside of the contract small quantities or to have minor essential services executed is an emergency arises, the supplier's point of supply is situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplier contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be 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 written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - b) If the supplier fails to perform any other obligation(s) under the contract; or
 - c) If the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

24. Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidised import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduces, any such favourable difference shall on demand

be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplied or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default is and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for Insolvency

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

27. Settlement of disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African Court of Law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and / or court proceedings herein

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

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

32.1 A foreign shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

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

33. Transfer of contracts

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

34. Amendments of contracts

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