AGRICULTURAL RESEARCH COUNCIL

REQUEST TO TENDER FOR:

TENDER NO: ARC/25/09/2025

SUPPLY, DELIVERY, INSTALLATION, AND COMMISSIONING OF A WATER FLOW METER TEST BENCH FACILITY

Compulsory Briefing Session: 18 June 2026 at 11h00

Address: ARC Natural Resources Engineering, 141 Cresswell Rd, Weavind Park, Pretoria, 0184

Closing Date: **7 July 2026**

TIME: **11h00**

Bidder's Name: ……

Central Supplier 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 submit proposals for the **Supply, Delivery, Installation and Commissioning of a Water Flow Meter Test Bench Facility.**

2. TENDER SUBMISSION

Completed tender submissions reflecting tender number **ARC/25/09/2025** and the name of the Bidders must be submitted through **the e-Tenders e-submission portal by no later than** 11:00 (eleven o'clock) on **7 July 2026.**

Tender documents submitted after the closing time and date specified will not be considered. ***No tenders deposited in the tender box situated at the ARC will be accepted.***

Bidders are requested to upload two (2) complete documents through the e-Tenders e-submission portal. Failure to do so will result in the bidder being disqualified.

All enquiries are to be directed to Supply Chain Management Office at the following contact details; Landline: 012 310 2532 / 012 842 4078

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

Compulsory Briefing session/Site inspection date: 18 June 2026 at 11h00.
Closing Date: 7 July 2026. Closing Time: 11h00

3. BACKGROUND SCOPE OF WORK & TECHNICAL SPECIFICATIONS

3.1 Background

The ARC-NRE – Agricultural Engineering campus at Silverton in Pretoria intends to establish a reference laboratory to verify (test) agricultural flowmeters according to the National Water Act (Act 36 of 1998) Section 26. The regulations of Section 26 of the National Water Act require that the water for irrigation purposes be measured, recorded and reported as promulgated. The regulation requires that all irrigators install electronic water meters to measure and report the amount of water they receive for irrigation purposes. According to the promulgation, the water meters are to be verified/calibrated every five years or as prescribed by the manufacturers. When established, the laboratory is expected to serve over 35 000 registered irrigators in South Africa that are directly affected by the promulgation. When installed, this laboratory will be the only publicly available irrigation water meter verification facility in South Africa. In addition to servicing the local irrigation sector, neighbouring countries and the subregion might also find it convenient to use the laboratory for verifying their irrigation water meters.

3.2 Purpose

The main purpose of the WFTB will be to verify irrigation water meters used by irrigators in South Africa. In the context of the current document and proposed scope of work, the terms verification and calibration refer to the same test. In addition to the regulatory requirements of the National Water Act (Act 36 of 1998), verification of irrigation water flowmeters in South Africa is important because irrigators are installing water meters produced by many different manufacturers across the world.

3.3 Existing housing facility

The WFTB is to be created inside an existing building at ARC-NRE/Agricultural Engineering Silverton Campus in Pretoria (GPS location: 28.277847°E, -25.731690°S). The building houses a sprinkler test bench and other test benches. It is proposed that the WFTB will fit on the available floor and room space and will, therefore, co-exist with the existing test benches inside the building but adequate space will be made available for its creation. There is a 20 000-litre underground water reservoir inside the building which requires minor repair. It is proposed that the WFTB will use the same water reservoir together with the other test benches. However, the bidder can propose and design an alternative water reservoir for the WFTB. A few features of the building are shown next.

Figure 1: Picture of the existing building. The WFTB is to be created inside this building

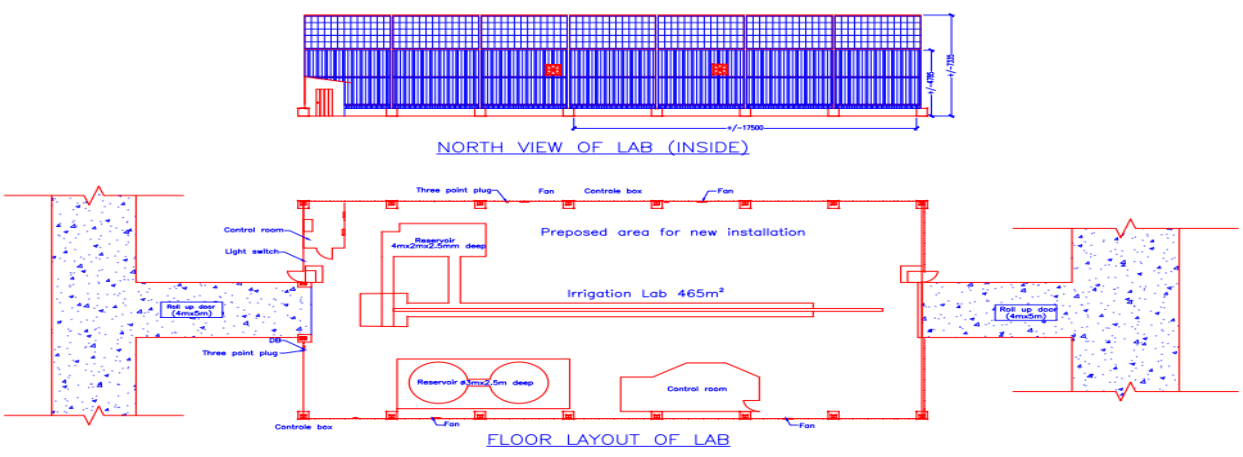

Figure 2: Picture of the existing underground 20,000-litre water reservoir inside the building

Figure 3: This picture shows the position of the area proposed for the WFTB relative to the sprinkler test bench

3.4 Scope of Work

The successful bidder shall undertake a complete turnkey project, including:

- Design, on-site installation, and commissioning of the WFTB compliant with SANAS standards
- Procurement and supply of all labour, components and subassemblies; all the components and subassemblies must be new; manufacture or fabricate required parts where necessary.
- Repair of the existing 20,000-litre underground water reservoir
- Operator training (minimum two personnel)
- Provision of system documentation (manuals, SOPs, wiring and piping diagrams)
- Free software updates during the warranty period

3.5 Technical Specifications

3.5.1 Flowmeter Capability

- Flowmeter sizes: DN 50 – DN 250 mm (internal diameter)
- Meter types: Flange type (DIN, ANSI, screw types); adaptable to various coupling types

3.5.2 Performance Parameters

- Flow rate range: 2.4 to 330 m^3/h
- Maximum operating pressure: 10 bar
- Minimum downstream pressure: 2 bar
- Test duration: 60 seconds per cycle
- Calibration uncertainty: ±0.1%
- Volume accuracy: < 0.05% to 0.1%
- Volume repeatability: ±0.02%
- Test medium: Irrigation water (SA standard quality; TSS & dissolved salts)

3.5.3 Test Bench Configuration

- Up to 10 flowmeters tested in series (< DS100); spacing of minimum 10D; swirl-free flow
- As many flowmeters as length permits (> DS100)
- Fully automated test cycles (one-button operation) with optional manual operation
- Monthly automated valve and system leak checks
- Master Meter: Coriolis type, with biweekly automated zero validation
- Calibration mode: Low pulse master metering

3.5.4 Automation and Display

- All pumps equipped with Variable Frequency Drives (VFD)
- Programmable Logic Controller (PLC) to manage automation
- Visual interface to display:
    - Volumetric flow rate
    - Time
    - Temperature (accuracy ±0.1°C)
    - Pressure (accuracy ±0.1 bar)
    - Humidity

- System and reports must comply with ISO 17025

3.5.5 Construction and Equipment Requirements

- Corrosion-resistant materials for all metallic components
- Manual handling weight limit: 18 kg
    - Provide crane or mechanical aids for heavier components
- Walkways and access platforms to be included for operator safety
- Equipment to be provided includes, but is not limited to:
    - Reference flowmeters
    - Pumps and motors
    - Electronic valves
    - Pipes and reducers
    - Control panels
    - Laptops and printers for reporting

3.5.6. Reporting and Standards Compliance

- Test reports must comply with SANAS standards and be printable
- All measurements and instruments traceable to SI units
- Compliance with international standards including:
    - ISO/IEC 17025
    - ISO 4064, EN 14154, OIML R49, OIML R75, EN 1434
    - ISO 4185, EU Directives 75/33/EC and 79/830/E
- The facility shall be designed and implemented to support future SANAS accreditation

3.5.7 Aftercare and Documentation

- Full as-built documentation including:
    - Wiring diagrams
    - Pipeline schematics

    - Maintenance procedures
- SOPs compliant with ISO 9001, covering:
    - Verification procedures
    - Fault finding and troubleshooting
    - Maintenance schedules

3.5.8 Training and Certification

- Train a minimum of two (2) operators

3.5.9 Warranty

The successful bidder shall provide a comprehensive warranty for the Water Flow Meter Test Bench (WFTB) facility and all associated components for a minimum period of two (2) years from the date of commissioning and handover.

The warranty shall include, but not be limited to the following:

• The warranty shall cover all equipment, components, software, workmanship, and materials supplied under this contract

• The bidder shall repair or replace at no additional cost to ARC, any defective equipment, components, or system failures occurring during the warranty period

• All replacement parts supplied under warranty shall be new and of equivalent or higher quality

• The bidder shall provide on-site technical support where required during the warranty period

• Response time for warranty-related faults shall not exceed 48 hours from the time of notification

• The bidder shall ensure that all repairs and replacements are completed within a reasonable timeframe, agreed upon with ARC

• The warranty shall include labour, travel costs, accommodation, and all associated expenses

• The warranty shall include free software updates and technical support during the warranty period

• Any equipment replaced or repaired under warranty shall carry the remaining warranty period or a minimum of six (6) months, whichever is longer

• The bidder shall provide a warranty certificate upon commissioning and handover.

4. BID EVALUATION STAGES

The bid evaluation process consists of several stages applicable according to the nature of the bid:

- **Stage 1:** Pre-Compliance (Administrative Requirements)
- **Stage 2:** Mandatory Compliance
- **Stage 3:** Declaration of Acceptance of Special Conditions
- **Stage 4:** Functionality
- **Stage 5:** Price and Specific Goals

NOTE: Bidders must qualify at each stage to proceed to the next stage.

4.1 STAGE 1: PRE-COMPLIANCE (ADMINISTRATIVE REQUIREMENTS)

#	Description	Check Compliance
4.1.1	SCM - SBD 1 - Invitation to Bid	Completed and signed
4.1.2	SBD 3.3 and Annexure A Pricing Schedule	Completed and submitted separately through the e-Tenders e-submission portal.
4.1.3	SCM - SBD 4 – Bidders Disclosure	Completed and signed
4.1.4	Tax Compliance and CSD Registration	Attached CSD registration number/ Proof of CSD registration and/or SARS Tax Pin
4.1.5	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Completed and signed
4.1.6	In case of bids where Consortia / Joint Ventures, Consortia/Joint Venture agreement signed by all parties must be Completed and signed	JV agreement completed and signed, if applicable
The proposal will be screened for compliance with the administrative requirements as indicated above.		

In case of a joint venture, all parties must submit the documents required above

4.2 STAGE 2: MANDATORY COMPLIANCE

#	Description	Please Attach Proof Yes/No
4.2.1	The bidder must be registered with CIDB under Mechanical Engineering (ME) Grade 4 or higher	Bidders must submit a valid CIDB contractor registration certificate or official CIDB registration confirmation reflecting Mechanical Engineering (ME) Grade 4 or higher
4.2.2	Compulsory attendance of the site briefing/inspection	Bidders must sign the attendance register as proof of attendance
4.2.3	The bidder must submit two (2) separate electronic documents through the e-submission process, clearly marked “Financial Proposal” and “Functionality Proposal”.	Properly labelled submissions
4.2.4	Compensation for Occupational Injuries and Diseases Act 130 of 1993 (Valid COIDA letter of Good Standing).	Valid COIDA certificate
Bidders who fail to comply with Mandatory requirements will not be evaluated further and will be disqualified.		

4.3 STAGE 3: SPECIAL CONDITIONS FOR THE TENDER

The bidders shall provide the ARC (accompanying the bid document on the closing date/time) with the signed Declaration of Acceptance of Special Conditions for the tender:

Description	Comply	Do Not Comply
4.3.1 The service provider must design, manufacture, install, and commission a fully functional Water Flow Meter Test Bench Facility at ARC-NRE in accordance with applicable SANAS requirements.		
4.3.2 A Certificate of Conformance (COC) must be issued by a licensed wireman upon completion of all electrical work.		
4.3.3. Train a minimum of two (2) operators.		

4.3.4 The successful bidder shall provide a twenty-four (24) months warranty on all equipment, fittings, installation, and software from the date of commissioning and handover. The warranty shall cover defects in materials, workmanship, and performance, and shall include repair or replacement at no additional cost to ARC.		
4.3.5 SOPs must be compliant with ISO 9001 as per Technical Specification.		
4.3.6 Reporting and Standards Compliance - Test reports must comply with SANAS standards and be printable as per Technical Specification.		
4.3.7 A contingency amount equal to 10% of the quoted price must be included. This reserve will be held by the Agricultural Research Council (ARC) to address any unforeseen circumstances. The use of this amount will be subject to prior written agreement between ARC and the appointed Contractor/Service Provider.		
Substantiation: The bidder is required to fully complete, sign, and return the Declaration of Acceptance of Special Conditions of the Tender. Failure to submit the signed declaration will result in the bid submission not being considered for further evaluation.		

I,_____the_____undersigned,
(name)_____in submitting the accompanying bid, do hereby acknowledge and accept / do not accept the Special Conditions of the Tender in every respect.

…… ……
Signature Date

…… ……
Position Name of bidder

4.4 STAGE 4: FUNCTIONALITY CRITERIA

Functionality Requirement

4.4.1 A tenderer who has scored **less than 60 points out of 100** points on the functionality section will not be considered any further.

4.4.2 The ARC reserves the right to conduct due diligence on all references provided. Should it be discovered that false information has been provided the tender (offer) shall be considered as non-responsive.

<table>
<tr><td>THE FOLLOWING VALUES/ INDICATORS WILL BE APPLICABLE WHEN EVALUATING FUNCTIONALITY:

1 = POOR; 2 = FAIR; 3 = AVERAGE; 4 = GOOD; 5 = EXCELLENT</td><td>WEIGHT</td></tr>
<tr><td><u>Schedule A: Letters of Recommendation</u>

Letters of recommendation for the design, manufacture, installation, and commissioning of a Water Flow Meter Test Bench Facility.

<table>
<tr><th></th><th>Total</th></tr>
<tr><td>Bidder with NO RECOMMENDATION LETTERS.</td><td>1</td></tr>
<tr><td>Bidder with RECOMMENDATION LETTERS over R 500 000 combined.</td><td>2</td></tr>
<tr><td>Bidder with RECOMMENDATION LETTERS over R1 000 000 combined.</td><td>3</td></tr>
<tr><td>Bidder with RECOMMENDATION LETTERS over R1 500 000 combined.</td><td>4</td></tr>
<tr><td>Bidder with RECOMMENDATION LETTERS over R2 000 000 combined.</td><td>5</td></tr>
</table>

NB: Please note that Letters of Recommendation must be in the client’s letterhead and must be supported by Appointment Letters or Purchase Orders that will be accepted as proof of successful completion.</td><td>20</td></tr>
</table>

<table>
<tr><th>THE FOLLOWING VALUES/ INDICATORS WILL BE APPLICABLE WHEN EVALUATING FUNCTIONALITY:

1 = POOR; 2 = FAIR; 3 = AVERAGE; 4 = GOOD; 5 = EXCELLENT</th><th>WEIGHT</th></tr>
<tr><td><u>Schedule B: Previous Experience</u>

Provide a Tabulated List of Projects completed in relation to a Water Flow Meter Test Bench Facility:

<table>
<tr><th></th><th>Total</th></tr>
<tr><td>1 point will be allocated to a tenderer who has done NO projects.</td><td>1</td></tr>
<tr><td>2 points will be allocated to a tenderer who has done project/s with a combined value of up to R1 000 000 in the last 10 years.</td><td>2</td></tr>
<tr><td>3 points will be allocated to a tenderer who has done project/s with a combined value between R1 000 000 and R3 000 000 in the last 10 years.</td><td>3</td></tr>
<tr><td>4 points will be allocated to a tenderer who has done project/s with a combined value between R3 000 000 and R5 000 000 in the last 10 years.</td><td>4</td></tr>
<tr><td>5 points will be allocated to a tenderer who has done project/s with a combined value over R5 000 000 in the last 10 years.</td><td>5</td></tr>
</table>
</td><td>40</td></tr>
</table>

<table>
<tr><td>THE FOLLOWING VALUES/ INDICATORS WILL BE APPLICABLE WHEN EVALUATING FUNCTIONALITY:

1 = POOR; 2 = FAIR; 3 = AVERAGE; 4 = GOOD; 5 = EXCELLENT</td><td>WEIGHT</td></tr>
<tr><td><u>Schedule C – Project Plan</u>

The bidder shall provide a detailed level 5 tier project schedule (refer to the specifications and BOQ and the scope of works for details) through to handover. Schedule shall include the following aspects:
• All activities / work breakdown structure above
• Timelines
• Resources to be used
• Logical sequence of activities
• Schedule must include a critical path

<table><tr><td></td><td>Total</td></tr><tr><td>1 Point = No project plan submitted</td><td>1</td></tr><tr><td>2 Points = Project plan submitted with only one (1) aspect as stated.</td><td>2</td></tr><tr><td>3 Points = Project plan submitted with only two (2) aspects as stated.</td><td>3</td></tr><tr><td>4 Points = Project plan submitted with only three (3) aspects as stated.</td><td>4</td></tr><tr><td>5 Points = Project plan submitted with ALL aspects as stated.</td><td>5</td></tr></table></td><td>40</td></tr>
</table>

WEIGHT PER SCHEDULE		**MAX**
Schedule A: Letters of Recommendation		**20**
Schedule B: Previous Experience		**40**
Schedule C: Project Plan		**40**
TOTAL		**100**

4.5 STAGE 5: PRICE AND PREFERENCE POINT ALLOCATION

4.5.1 EVALUATION CRITERIA

All bidders will be evaluated according to the following:

4.5.1.1 Compliance with compulsory requirements of the tender.

4.5.1.2 PPPFA (price and points for Specific Goals points).

4.5.1.3 The 80/20 principle will apply in terms of the Preferential Procurement Policy Framework Act. All price quotations will be evaluated by applying the 80/20 principle as Prescribed by the Preferential Procurement Policy Framework Act 5 of 2000 and its Regulations.

4.5.1.4 The lowest acceptable price will score 80 points; the 20 specific goals points will be allocated as follows:

Specific Goals	Percentage Ownership	Points (20)
Ownership by HDI's	**51%+**	**6**
Ownership by Women	**51%+**	**4**
Ownership by Youth	**51%+**	**4**
Ownership by PwD	**51%+**	**2**
BEE status	**Level 1-4**	**2**
RDP goals	**Any goal/s**	**2**

RDP Goal - Promotion of South African Owned Enterprises – 2 Points

4.5.2 PRICE

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

4.5.2.2 The points scored by a tenderer for Specific Goals, as contemplated in section 2(1)(b)(i) and (ii) and section 2(1)(c) of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), read together with the Preferential Procurement Regulations, 2022, shall be added to the points scored for price.

4.5.2.3 PRICING SCHEDULE

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BILL OF QUANTITIES FOR THE SUPPLY, DELIVERY, INSTALLATION, AND COMMISSIONING OF A WATER FLOW METER TEST BENCH FACILITY

	TENDER NO: ARC/25/09/2025				
NO.	**DESCRIPTION**	**QTY.**	**UNIT MEASURE**	**AMOUNT EX VAT**	**AMOUNT INCL VAT**
1	Design of the WFTB	1			
2	Supply, delivery and installation of the WFTB	1			
3	Commissioning the WFTB	1			
4	Training of the WFTB operators	1			
5	Documentation as built plans of the WFTB	1			
6	10% Contingency	1			
		TOTAL			

The quotation must be submitted on the bidder's company letterhead

TERMS AND CONDITIONS OF THE TENDER

5. LODGING OF SUBMISSIONS

Bidders are requested to submit two (2) complete documents through e-submission on e-Tenders (one original proposal and one original financial proposal). The bidder's name and tender number must be clearly indicated. Tender submissions must be submitted through e-submission on e-Tenders no later than 11:00 (eleven o'clock) on 7 July 2026.

Submissions not received on the specified date and time will not be considered.

6. 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.

7. 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.

8. 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 180 (one hundred and eighty) days from the date on which they are returnable in terms of this Tender.

9. TERMS OF ENGAGEMENT

- The successful bidder shall complete the project within three (3) months from the date of bid award, unless otherwise agreed in writing 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 reserves the right to negotiate partial implementation of the scope of work with the successful bidder.
- 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 shall accept professional liability, including those rendered under sub-contract to the service provider

10. CONTENTS OF SUBMISSION

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

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

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

The proposals submitted must 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 may result in disqualification.

11. APPROACH AND METHODOLOGY

Bidders are requested to provide a comprehensive approach and methodology regarding the supply, delivery, installation, and commissioning of the Water Flow Meter Test Bench Facility.

12. TRACK RECORD

Bidders must provide a list of companies for which similar services have been rendered and attach at least five (5) reference letters.

13. BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE)

In terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000, the 80 / 20 principle shall be applicable to this bid and points shall be allocated in accordance with the Preferential Procurement Regulations, 2022. Sound evidence for points claimed must be attached so that points can be allocated.

B-BBEE status level points will be awarded to service providers who will submit certified copy of B-BBEE certificates or original B-BBEE certificates from SANAS accredited agencies and IRBA registered auditors or B-BBEE letters from an auditor or accountant.

Joint Ventures / Consortium / Partnerships must submit a B-BBEE document as indicated above for that particular entity e.g JV or Consortium otherwise no B-BBEE points shall be awarded.

No B-BBEE points shall be awarded to a tenderer who fails to comply with the above.

14. 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.

15. 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.

16. 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 requirements will be at the bidder's risk and may affect the evaluation of the proposal

17. 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.

18. 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.

19. 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.

20. FORMAT AND SIGNING OF PROPOSALS

The Bidder shall prepare and submit the proposal electronically through the e-Tenders e-submission portal. The proposal must be clearly indexed and include all required supporting documentation.

The proposal and all accompanying documents shall be duly completed and signed by the Bidder or by a person duly authorised to bind the Bidder to the contract.

Bidders are required to upload two (2) complete electronic copies of the proposal as part of the submission on the e-Tenders portal.
In the event of any discrepancy between uploaded documents, the original signed version shall prevail.

Failure to submit all required documentation in the prescribed format may result in disqualification.

21. 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.

22. PAYMENT

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

23. DUE DILIGENCE EXERCISE

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

24. PRICE AND PRICING STRUCTURE

(To be uploaded separately on the e-Tenders e-submission portal)

Bidders shall indicate the basis on which the services will be charged.

Where a Bidder lacks in-house expertise and may have to outsource certain services, the detail and basis of charges of any such service that may be required must be outlined.

The Bidder shall reflect service discounts that they will offer throughout the contract duration.

Bidder's submissions must reflect the detailed breakdown of the bid price as follows:

- Prices must be for the entire period of the tender including price escalation.
- Prices must include VAT, if it is applicable and all other costs related to the execution of the required services.

25. RETURNABLE DOCUMENTS TO BE UPLOADED THROUGH ESUBMISSION

Returnable Schedules / Documents required for bid evaluation purposes

	Returnable Schedules / Documents	No	N/A
1.	Certified copy of Identity Documents of shareholders/directors/members		
2.	Company Registration Documents (CIPC)		
3.	Original or certified B-BBEE Certificate (Level 1–4 only)		
4.	Valid Tax Compliance Status PIN (SARS)		
5.	Completed and signed SBD Forms (including SBD 4, 8, and 9)		
6.	Proof of Central Supplier Database (CSD) registration		
7.	COIDA Letter of Good Standing (valid and active)		
8.	Proof of CIDB registration in Mechanical Engineering (ME) Grade 4 or higher (subject to confirmation of final grading requirement)		
9.	Financial Proposal submitted as a separate electronic file (Failure to submit a separate envelope for financial proposal/Quotation will result in the disqualification of your bid).		
10.	Functionality/Technical Proposal submitted as a separate electronic file (Failure to submit a separate envelope for Functionality/Technical Proposal will result in the disqualification of your bid).		

26. CANCELLATION OF THE BID

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

27. 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.

28. 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.

SBD 1

INVITATION TO BID

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

BID NUMBER: ARC/25/09/2025 CLOSING DATE: 7 July 2026 CLOSING TIME: **11:00**

DESCRIPTION: SUPPLY, DELIVERY, INSTALLATION, AND COMMISSIONING OF A WATER FLOW METER TEST BENCH FACILITY

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

Bid documents maybe be uploaded through e-submission on e-Tenders portal ……..…… …….

Bidders should ensure that bids are uploaded to e-submission through e-Tenders portal. If the bid is late, it will not be accepted for consideration.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER ……

POSTAL ADDRESS……..…….

STREET ADDRESS……

TELEPHONE NUMBER CODE……NUMBER…….……..

CELLPHONE NUMBER ……..……

FACSIMILE NUMBER

CODE …… .NUMBER…….……

E-MAIL ADDRESS …….

VAT REGISTRATION NUMBER

……..……

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2)

YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)

YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)…….…….…….....□

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR..... □

A REGISTERED AUDITOR..... □
[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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 or NO**

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER ……..

DATE……..

CAPACITY UNDER WHICH THIS BID IS

SIGNED……

TOTAL BID PRICE……....

TOTAL NUMBER OF ITEMS OFFERED ……

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

Department: Supply Chain Management

Contact Person: **Mr.** Ntokozo Majola / Ms. Lungile Kubheka

Tel: 012 310 2532 / 012 842-4078

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

SBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS
TAX COMPLIANCE STATUS 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 these 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.

Name of Bidder:
……

SBD 3.3

PRICING SCHEDULE –FIRM PRICES

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED.

NAME OF BIDDER: ……BID NO.: ***ARC/25/09/2025***

CLOSING TIME 11:00 CLOSING DATE: **7 July 2026**

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)

THE APPOINTMENT OF A SERVICE PROVIDER TO FOR THE SUPPLY, DELIVERY, INSTALLATION, AND COMMISSIONING OF A WATER FLOW METER TEST BENCH FACILITY

BILL OF QUANTITIES FOR THE SUPPLY, DELIVERY, INSTALLATION, AND COMMISSIONING OF A WATER FLOW METER TEST BENCH FACILITY					
	TENDER NO: ARC/25/09/2025				
NO.	**DESCRIPTION**	**QTY.**	**UNIT MEASURE**	**AMOUNT EX VAT**	**AMOUNT INCL VAT**
1	Design of the WFTB	1			
2	Supply, delivery and installation of the WFTB	1			
3	Commissioning the WFTB	1			
4	Training of the WFTB operators	1			
5	Documentation as built plans of the WFTB	1			
6	10% Contingency	1			
		TOTAL			

*WFTB = Water Flowmeter Test Bench

The above quantities are only an estimate. ARC reserves the right to procure lesser quantities.

1. Does the offer comply with the Terms of Reference? : _____Yes/No
2. Not according to the Terms of Reference, indicate deviation : _____
3. Period required for delivery after receipt of an order : _____

Name of Bidder:
……

Delivery Firm / Not Firm

Any enquiries regarding bidding procedures may be directed to the –

AGRICULTURAL RESEARCH COUNCIL – NELSPRUIT OFFICE

Department: Supply Chain Management

Contact Person: **Mr.** Ntokozo Majola / Ms. Lungile Kubheka

Tel: 012 310 2532 / 012 842 4078

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

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Department: Research

Contact Person: Dr. Macdex M. Mutema

E-mail address: **MutemaM@arc.agric.za**

Name of Bidder:
……

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

2.2 Do you, or any

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

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

2.2.1 If so, furnish particulars:
……
……

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

2.3.1 If so, furnish particulars:
……
……

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

Name of Bidder:

.....

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

Name of Bidder:
……

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

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

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

…… ..……
Signature Date

…… ……
Position Name of bidder

Name of Bidder:
.....

SBD6.1

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Specific Goals.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF 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).

a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** 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*).

1.2 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
Specific Goals	20
Total points for Price and Specific Goals must not exceed.	**100**

1.4 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.

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

2. DEFINITIONS

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

(b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

B-BBEE Status level certificate issued by an authorized body or person;

A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

Name of Bidder:
.....

3. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

Specific Goals	Percentage Ownership (1%)	Points (20)	Points (10)
Ownership by HDIs	**51%+**	**6**	3
Ownership by Women	**51%+**	**4**	2
Ownership by Youth	**51%+**	**4**	2
Ownership by PwD	**51%+**	**2**	1
BEE Status	**Level 1 - 4**	**2**	1
RDP Goals	**RDP Goals The Promotion of South African Owned Enterprises**	**2**	1
TOTAL POINTS		20	10

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)

Name of Bidder:
……

(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		

Name of Bidder:
……

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;

Name of Bidder:
……

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 ……..

……..

……..

Name of Bidder:
……

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.

Name of Bidder:
……

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 ……

Bid No. ARC/25/09/2025

Name of Bidder:

……

……

HEREBY ACKNOWLEDGE:

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

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

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

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

NAME(s): (BLOCK LETTERS)

……..

CAPACITY of authorised agents:

……

SIGNATURE(s) of authorised agents:

……

SIGNED AT ……. on this

…… day of……..……

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

1. ……

……

……..

2. ……

……

……...

Bid No. ARC/25/09/2025

Name of Bidder:

……

……

Name of Bidder: ……

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

Department: Supply Chain Management

Contact Person: Mr Ntokozo Majola / Ms. Lungile Kubheka

Tel: (012) 310 2532 / (012) 842 4078

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

Name of Bidder: ……

THE NATIONAL TREASURY

Republic of South Africa

Name of Bidder: ……

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.

Name of Bidder: ……

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.

Name of Bidder: ……

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

Name of Bidder: ……

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.

Name of Bidder: ……

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 is 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 subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, 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.

Name of Bidder: ……

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

30. Applicable law

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

Name of Bidder: ……

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.