



AGRICULTURAL RESEARCH COUNCIL

TENDER NO: ARC/01/04/2025

TENDER ADDENDUM NOTICE:

THE APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY, DELIVERY AND INSTALLATION OF NEW GENERATORS AND INTEGRATED SOLAR SYSTEMS FOR IRENE RESEARCH CAMPUS & KGORA TRAINING CENTRE IN MAHIKENG

Notice is hereby given of the following changes to Tender closing dates due to Holidays that we have had during Month of April 2025.

UPDATED CLOSING DATE AND TIME: 09 MAY 2025 TIME: 11:00 AM

TENDER SUBMISSION

VENUE: ARC, Olifantsfontein Road, Irene, Main Building



AGRICULTURAL RESEARCH COUNCIL

INVITATION TO BID:

TENDER NO: ARC/01/04/2025

THE APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY, DELIVERY AND INSTALLATION OF NEW GENERATORS AND INTEGRATED SOLAR SYSTEMS FOR IRENE RESEARCH CAMPUS & KGORA TRAINING CENTRE IN MAHIKENG

Technical Enquiries:

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

CLOSING DATE: 28 APRIL 2025 TIME: 11:00 AM

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

COMPULSORY SITE BRIEFING SESSION

DATE AND TIME: 15 April 2025 @ 10:00

VENUE: ARC, Olifantsfontein Road, Irene, Main Building



TENDER SUBMISSION

Completed and sealed tender submissions reflecting “**ARC/01/04/2025** and the name of the tenderer” must be deposited into the **Tender Box located at Old Olifantsfontein Road**, Main Building, Irene, Pretoria for the attention of: “Supply Chain Management”, by no later than **11:00 (eleven o’clock) on 28 April 2025.**

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

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



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TERMS OF REFERENCE FOR THE SUPPLY, DELIVERY AND INSTALLATION OF NEW GENERATORS AND INTERGRATED SOLAR SYSTEMS FOR IRENE RESEARCH CAMPUS & KGORA IN MAFIKENG

1. INTRODUCTION AND BACKGROUND

The Agricultural Research Council (ARC) is a Research Science and Technology institution of excellence in South Africa, which operates within the National System of Innovation. The ARC has a mandate for innovative and creative agricultural research, technology development and transfer aimed at the advancement of South African agriculture.

2. OBJECTIVE

The ARC would like to appoint a competent and experienced service provider that will supply, install and commission an integrated system of Generators and Solar system as per scope of work below. The generators and solars must be commissioned and tested for functionality to ensure uninterrupted power supply in the event of a power outage.

Supply two (2) Generators and integrated Solar system:

- One (1) 450 KVA New Diesel Generator open set at Irene hatchery building
- 1 X 1: Solar back-up System with capacity of 450KVA for Irene hatchery building
- One (1) 450 KVA New Diesel Generator open set at Kgora in Mahikeng
- 1 X 1: Solar back-up System with capacity of 450KVA for Kgora in Mahikeng



3. SCOPE AND EXTENT OF WORK

ARC would like to appoint a service provider for the following services:

- 3.1. Installation and commissioning of two new 450KVA Generators at Irene Campus (1) and Kgora Mahikeng (1) with integrated solar back-up system that can support 450KVA
- 3.2. Installing, wiring, commissioning and testing which includes but not limited to connection of the incoming cable, outgoing feeder cables, connecting of the cable and control cabling to the generator and the control terminals etc.
- 3.3. The design of the control system to comply with the requirements for automatic starting, stopping, interlocking and isolation
- 3.4. Circuit breakers, isolators and wiring to be correctly sized for each unit as per SANS 10142 wiring regulations or latest applicable regulations
- 3.5. The service provider must ensure that fuel is provided for testing and commissioning
- 3.6. Earth continuity shall be maintained throughout the complete installation.
- 3.7. Submission of detailed drawings and wiring diagrams of the generators and the switchgear, which includes but not limited to:
 - plan drawings where applicable.
 - s-Built installation plans where applicable
 - Schematic wiring diagrams, including emergency shutdown panel, and fully detailed sequence of operations.
- 3.8. The generator must automatically start not later than one (1) minute during the power outage and must easily start, even during cold and rainy days, without the use of any special ignition devices (i.e. in summer and winter conditions).
- 3.9. The generator must have the option to be started manually.



- 3.10. A fully automatic change-over system for each generator must be provided to isolate the mains supply and connect the standby set to the outgoing feeder in case of a mains failure and reverse this procedure on return of the mains.
- 3.11. The service provider should ensure adequate provision of cabling, subject to full measurement on site. Service providers will be granted access to do site assessments. Appointments must be made 24 hours in advance.
- 3.11.1.1. The cabling for Irene between the building and the Generator is approximately 30 meters
- 3.11.1.2. The cabling for Kgora between the building and the Generator is approximately 25 meters
- 3.12. The generators must be connected to ensure full business operation during power failures. As soon as power is restored, the generators must automatically switch back to main supply.
- 3.13. It is recommended that the generators must be connected as follows:
- One (1) 450KVA Diesel generator closed set with integrated 450KVA Solar system
 - One (1) 450KVA KVA Diesel Generator closed set with Integrated 450KVA solar system
- 3.14. All work and equipment shall be in accordance with the approved SABS Standards and shall comply with the Occupational Health and Safety Act, No 85 of 1993 and the current regulations of all other updated codes applicable to this work.
- 3.15. Service provider to submit Certificate of Compliance (COC) after installation, testing and commissioning, as well as installation circuit diagram.
- 3.16. Any design that may be required to be undertaken by the service provider shall comply with relevant statutory requirements contained in regulations, the national and international standards, and industry's best practices.
- 3.17. Both Generators should be enclosed with painted palisade fencing, lockable gates and placed on concrete plinth.



450 KVA Diesel Generator

GENERAL ENGINE DATA		GENERAL DATA		RECOMMENDED ATS (AUTO SWITCH)	
Engine Type	In-line, 4 strokes, 4 valves, four/Six-cylinder, water cooled, Turo & Aftercooled Diesel Engine	Remote Monitoring	Wifi, Ethernet, GSM	Poles	4
Prime Power (kW)	360	Remote Control	Wifi, Ethernet, GSM	Phases	3-Ph
Standby Power (kW)	396	Structure Type	Silent	Rated Current	1000A
Air intake type	Turbo & After cooler	Noise Level (dBA @ 7m)	78	IP Rating	IP54
Cooling mode	Water cooling	AVR	Constant voltage AVR	Transfer Switch	Automatic Transfer Switch (ATS) <i>The ATS shall comply with IEC 60947 or equivalent international standard. The separately mounted generator control cubicle and ATS panel shall be of sheet steel vermin proof with lockable hinged front doors</i>
Governor mode	Electronic	Excitation Mode	Self-Excitation	STANDARD FEATURES	
Bore x Stroke(mm)	130x161	Fuel Type	Diesel		
Compression ratio	17:1	Recommended Oil	L-ECD grade or 15W40	Pre-Delivery Testing Filled with oil and coolant, tested under full load.	YES
Rated speed (RPM)	1500	ISO9001 Certified	Yes	Pre-Delivery Inspection	YES
Displacement(L)	12.8	CE Certified	Yes		



				(PDI) Full inspection of the generator	
Alternator	70A - 28V	Controller	SMARTGEN control panel shall have the following provisions for the control: - Master engine control which for OFF/AUTO/MANUAL/TEST with a facility for starting and stopping of the set. - Selectable Multifunction meter - Engine control monitor. - Alternator voltage monitor. - Engine hours run counter. - Voltmeter and Ammeter - Combined frequency and tachometer	User Manuals	Books supplied & Digital (Online)
Starter Motor	5.5kW - 24V				
Description	Diesel Generator			BATTERY DATA	
ALTERNATOR DATA		PERFORMANCE		Voltage	12V
				Capacity	100Ah
Rated Current (A)	759 Amps Per Phase	Prime power (PRP)	450 kVA	Dimensions	406 x 172 x 230 mm
Pole Number	4	Standby power (LTP)	500 kVA	Type	Maintenance Free
Phase Number	Three Phase	Power factor	0.8 ϕ	Quantity	2
		Frequency	50 Hz		
		Voltage	380V		



Bidder should propose generator capacity (KVA) to obtain required prime KVA ratings of 450 KVA, at the maximum outdoor operating temperature. Bidder should also provide calculations and reference graphs, etc, to confirm that the proposed generator can provide the required prime KVA rating.

The diesel generator shall automatically shut down under following conditions.

- **Low Oil Pressure**
- **High Engine Temperature**
- **Low Fuel Level**
- **Over/Under Speed**
- **Battery Charge Fail**
- **Installation of fire detection system**

The engine shall be fitted with a mechanically operated device which will shut off the fuel supply to engine when any of the specified alarm conditions occur.

Safety Guards:

All moving parts shall be adequately guarded, to prevent danger to personnel.

Warranty period shall be one year /1000 hours operation whichever occurs first

Warranty must be in accordance with the manufacturer.

Generators must have a 2 year's Guarantee (Equipment and Workmanship).

TECHNICAL SPECIFICATIONS FOR THE DESIGN, SUPPLY, INSTALLATION & COMMISSIONING OF THE INTERGRATED GROUND-MOUNT BACK-UP SOLAR PV SYSTEM FOR BOTH IRENE & KGORA IN MAHIKENG.

1. EXECUTIVE SUMMARY

The proposed solar system size is 450KVA and a Battery Energy Storage System compatible to 450KVA requirement. The life expectancy of the system is 10 years.

The System must be in compliance with the relevant Occupational Health and Safety systems and environmental requirements.

The design should be in accordance with the below illustrated diagram or similar.

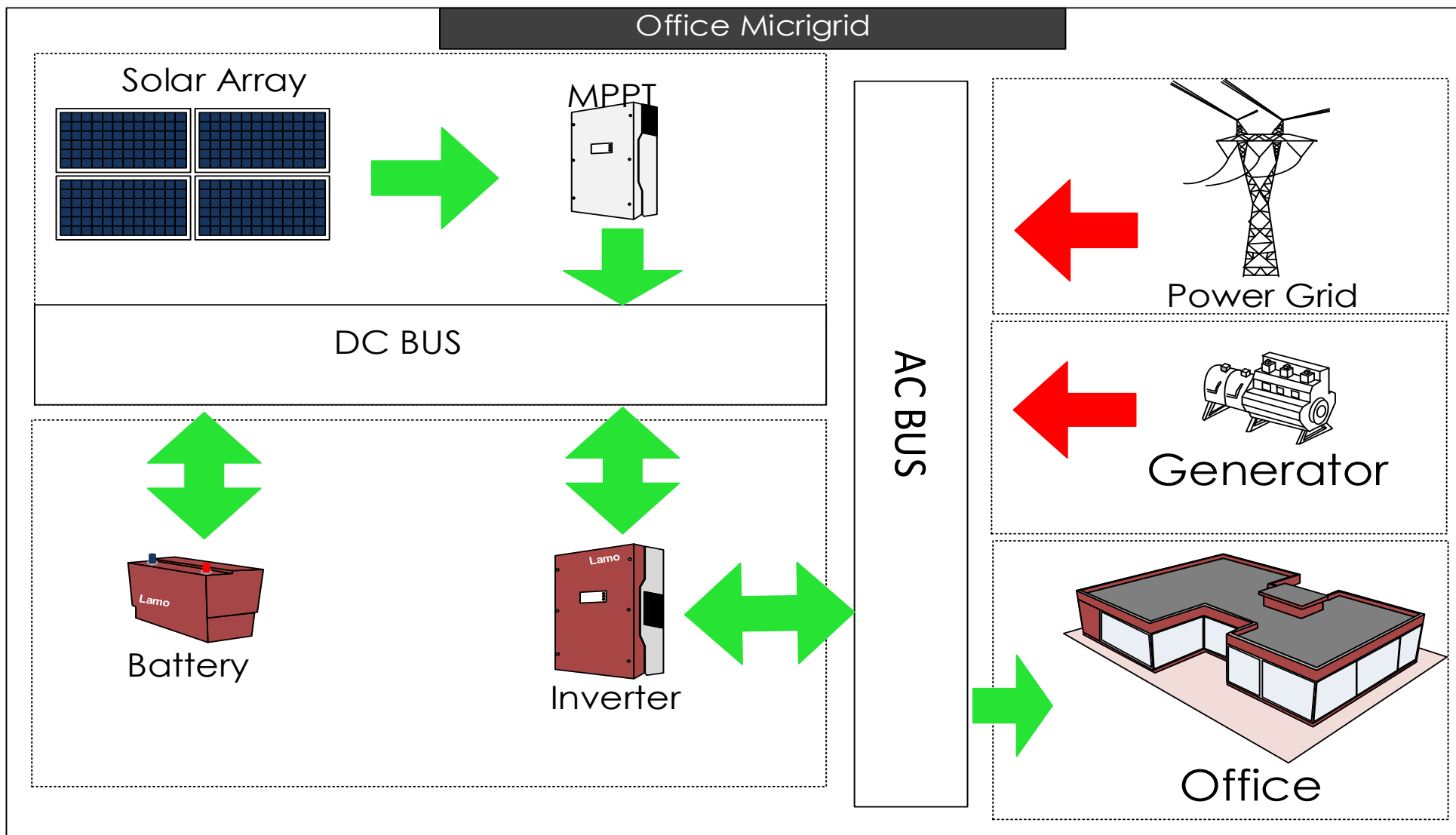


Figure 1: Microgrid schematic

2. SYSTEM SCOPING

2.1. Site

The solar panels are to be installed as ground mount structures.

2.2. Load

The energy generated from the solar system will not exceed the campus' consumption, thus no electricity will be exported to the Eskom grid, and this is per National regulations. The Load must not exceed the solar system capacity to avoid power cuts and inverter damages.

2.3. Low Voltage Distribution Board (LVDB)

All LVDBs will be reconfigured such that they will be able to receive all the energy produced from the solar power system. An electrical engineer shall conduct an assessment to ensure that the electrical distribution boards are correctly rated for the connection of the solar system. An electrical certificate of compliance shall be submitted after project completion.

3. MAIN EQUIPMENT TECHNICAL SPECIFICATION

3.1. Solar PV Modules

The Contractor shall supply and install the PV Modules to achieve the specified levels of performance for the required design life of 10 years under the prevailing site environmental conditions, which shall be determined by the Contractor.

Modules to be used should be reliable modules with a proven track record in performance and operation. The Contractor shall ensure that PV modules are sourced from a Tier 1 manufacturer. All modules supplied shall be of the same type and from a single manufacturer. The PV modules must comply with the relevant international Electro-technical Commission (IEC) standards. Crystalline silicon modules are required to be IEC 61215 certified, thin film modules are required to be IEC 61646 certified. Detailed specification sheets and certificates of compliance to these 14 standards are to be provided.

The Contractor shall be responsible to decide the module arrangements to minimize the losses due to mismatching. Where the manufacturer's module flasher data (measure the output performance of a solar PV module and are a standard testing procedure at manufacturers to ensure the conforming operability of each PV module) show an ImpP deviation of not more than 3%.

3.2. Mounting Structure

The supporting structure of the modules and all other PV components shall be designed and installed in line with the relevant South African standards more in particular applicable for PV installations:

- SANS 10160 Part 2- Self weight and imposed loads
- SANS 10160 Part 3- Wind actions

The contractor must carefully select its mounting structures to match the life span of the whole system of 10 years. The mounting structures must have a minimum 10-year warrantee

3.3. Inverter and Charger Stage

The inverter/Charger stage must integrate seamlessly as one product or multiple products. Both an AC and DC coupled system will be considered, with contractor substantiating the reason for their selection.

The inverter stage must meet the following requirements:

- The inverters/charge controllers shall have a minimum warranty of 5 years, extendable to 10 years, and a life expectancy of 10 years.
- The inverter/charger stage shall have a minimum of IP54 for outdoor mounting and an IP21 for indoor mounting.
- The inverter/charger stage must accommodate for local and remote monitoring.
- The inverter/charger stage must have a maximum power point tracking (MPPT) incorporated on the solar receiving device.

3.4. Battery Storage

The batteries type shall be of any type:

- Lithium-ion batteries

The selected battery type must be compatible to the inverter supplied. The Battery bank must be designed for a minimum life cycle of more than 2000 cycles at a depth of discharge of 80%. The battery bank design must also take into consideration space constraints.

3.5. Monitoring System

The Solar system must have a monitoring system that can be logged into and monitored by our facilities department. The system shall measure but not limited to the following:

- DC current and voltage at the inverter input, per string
- Inverter behavior
- DC current and voltage input
- Output active and reactive power
- Phase voltage and current
- Grid/Generator frequency
- Grid/Generator status
- Energy output
- Alarms and faults
- Energy output at the export meter
- Auxiliary consumption at the import meter
- Status of the equipment (protection devices, inverters etc.)

3.6. Lightning Protection Earthing/Grounding

All module frames, mounting structure, all inverters and distribution boards must be bonded through earth continuity conductors to the electrical earth of the facility. The micro-grid earthing includes separate DC and AC earthing, and these two circuits should be kept separate.

The *Contractor* is to conduct a risk mitigation study of lightning damage as per SANS 10313 and IEC 62305 and implement sufficient Lightning Protection System (LPS). Earthing shall comply with SANS 10142 Parts 1 (LV) and 2 (MV), SANS 10292 and SANS 10199. A neutral earthing design is required. Lightning protection devices should be also included on the communication lines.

As a general rule, each earthing point should go directly to the site earth and should not be combined with other earthing points before being connected to the site earth.

3.7. Circuit Protection and Control Devices

All circuit breakers and fuses shall be IEC and SANS certified, and the installation shall be in accordance with the relevant specifications. Switchgear used in any switchboards shall comply with SANS (IEC) 60947 and SANS (IEC) 62271.

3.8. DC Circuit Protection

The DC circuit protection includes the energy storage system and the PV System. The following are the circuit protection requirements for each of these two sub- systems:

- **Energy Storage Circuit Protection** - the energy storage system DC circuit shall be protected using a fuse/Circuit breaker of the correct rating, as per the maximum terminal voltage of the energy storage devices, the maximum
- **PV Circuit Protection** - the correct DC fuse rating must be selected to ensure reliable protection and various application notes from fuse manufacturers are required.

3.9. AC Circuit Protection

The Diesel Generator, PV inverters as well as the Energy Storage Inverters shall be equipped with surge protection and over current protection.

3.10. Solar Array Shading Analysis

Figure 2 below shows the method of determining the suitable distance between solar array rows to avoid shading losses. The solar array is tilted at 30° and is placed at an azimuth angle of 0° . The suitable module row distance (d) between the solar arrays is determined on the bases that the solar arrays shall not shade each other between the 9:00 – 15:00 on the 21st of June (Solstice) in the Southern Hemisphere, but to improve the site performance, we considered 8:00 – 16:00.

The below is an example of the design but it is not limited to this. Bidder can come up with a different design than can increase efficiencies.

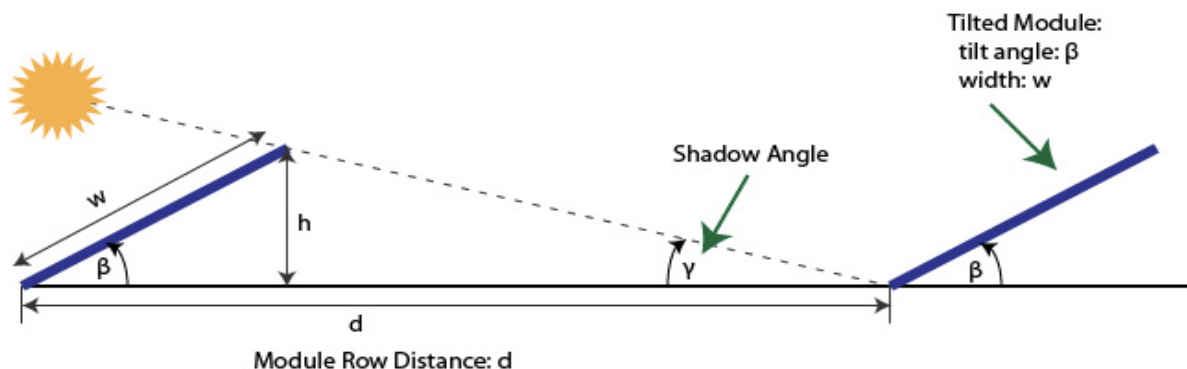


Figure 2: Shading Spacing Calculator

4. EXPECTED DELIVERABLES

The following tests are to be carried out:

- After completion of the works and before the generators are handed over to ARC, a full test, in the presence of ARC's representatives, must be carried out for a period of sufficient duration, to determine the satisfactory working of the generator(s).
- The contractor must repair any defects detected during inspection of the installation, ensuring the work meets ARC's Representative/Agent's satisfaction.
- The service provider will be liable for any other damages to the building resulting from the installation and commissioning of the generators.
- The Contractor shall, at its own cost, provide all instruments and equipment required for testing and any water, power and fuel required for the commissioning and testing of the installation at completion.
- Test report(s) as specified is to be submitted to ARC.
- The service provider shall provide a training to selected ARC personnel on how to operate and maintain the entire system.

5. DURATION OF THE PROJECT

The project can only be completed after the Hatchery buildings have been constructed and completed. It is estimated that the construction and refurbishments of Hatchery buildings will be completed approximately between December 2025 to March 2026.

The duration of Installation of Generators and Solar must be completed within Two (2) month after the signing of the SLA by both parties for both sites.

6. COMPULSORY BRIEFING SESSION

A Compulsory briefing session will be held at

Venue: ARC Irene campus, Old, Olifantsfontein Rd, Irene, 0062 (Main Building)

Date: 15 April 2025

Time: 10:00 am

7. EVALUATION CRITERIA

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

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

7.1 PHASE 1: PRE-COMPLIANCE

During this phase bid documents will be reviewed to determine the compliance with SCM.

Returnable documents, tax matters and whether proof of registration on Central Supplier.

Database (CSD) has been submitted with the bid documents at the closing date and time of the bid. Bids which do not satisfy the compliance criteria will not be evaluated further.

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

ITEM NO.	ADMINISTRATIVE REQUIREMENTS	CHECK/COMPLIANCE
1.	Master Bid Document	Provided and bound
2.	SCM - SBD 1 - Invitation to Bid	Completed and signed
3.	SBD 3.1 and Annexure A Pricing Schedule	Fully Completed
4.	SCM - SBD 4 – Bidders Disclosure	Completed and signed
5.	Tax Compliance and CSD Registration	Attached Full CSD Report and SARS Tax Pin Certificate
6.	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Completed and signed
7.	In case of bids where Consortia / Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable

7.2. Phase 2: Mandatory Requirements

	MANDATORY REQUIREMENT	ATTACH PROOF (Yes/No)
1	It is estimated that tenderers must have a CIDB contractor grading designation of 4 EB/ EP or higher (CIDB Certificates or CRS Numbers must be provided)	
2	Proof of Registration with Engineering Council of South Africa (ECSA) as an Electrical Engineer	
3	Compulsory Site Briefing Attendance	
4	Professional Insurance Indemnity cover of R 5 million or more by the Electrical Engineer for the design	
5	Fully Completed SBD 3.1 and Annexure A Pricing Schedule	

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

7.3 PHASE 3: FUNCTIONALITY CRITERIA

FUNCTIONALITY CRITERIA

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

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

0 = Non-compliance; 1 = Poor; 2 = Fair; 3 = Average; 4 = Good; 5 = Excellent

Criteria	Requirements from service providers	Weighting
1. Company Experience	1.1. Relevant experience in completed <u>Solar Backup Systems</u> • Submit – proof of signed appointment letter(s) on a company letter head and completion letter(s) on company letter head with contactable reference letter(s)	35
	• (Five) 5 completed projects within the past 15 (fifteen) years of a minimum of R 3million each project = 5 points • (Four) 4 completed projects within the past 15(fifteen) years of minimum of R 3 million each project= 4 points • (Three) 3 completed projects within the past 15(fifteen) years of minimum of R 3million each project = 3 points • (Two) 2 completed projects within the past 15 (fifteen) of minimum of R 3 million for each project = 2 points • (One) 1 completed projects within the past 15 (fifteen) of minimum of R 3 million for each project = 1 point	
	1.2. Relevant experience in Successful Supply, delivery and installations of <u>Generator</u> projects • Submit – proof of signed appointment letter(s) and completion letter(s) with contactable reference letter(s) on a company lertter head	20
	• (Five) 5 completed projects within the past 15 (Fifteen) years of a minimum of R 2 million each project = 5 points • (Four) 4 completed projects within the past 15 (Fifteen) years of minimum of R 2million each project = 4 points • (Three) 3 completed projects within the past 15 (Fifteen) years of minimum of R 2million each project = 3 points • (Two) 2 completed projects within the past 15 (fifteen) years of a minimum of R 2million for each project = 2 points • (One) 1 completed project within the past 15 (fifteen) years of minimum of R 2million for each project = 1 point	
	1.3. Copy of the certificate of compliance (COC) on the previously completed solar project.	15

	• (Five) 5 Certificates of Compliance = 5 points • (Four) 4 Certificates of Compliance = 4 points • (Three) 3 Certificates of Compliance = 3 points • (Two) 2 Certificates of Compliance = 2 points • (One) 1 Certificate of Compliance = 1 point	
	1.4 Copy of the certificate of compliance (COC) on the previously completed Generator project.	
	• (Five) 5 Certificates of Compliance = 5 points • (Four) 4 Certificates of Compliance = 4 points • (Three) 3 Certificates of Compliance = 3 points • (Two) 2 Certificates of Compliance = 2 points • (One) 1 Certificate of Compliance = 1 point	10
2. Technical Capability & Capacity of Principal Engineer and team on project (dedicated team experience)	2.1 Certified Certificate of the Professional Registered Structural Engineer (PrEng/PrTech) in accordance with the Engineering council of South Africa (ECSA). • Certified Certificate of the Professional Registered Structural engineer with a minimum of 15 years' experience= 5 points • Certified Certificate of the Professional Registered Structural with 10 years' experience= 4 points • Certified Certificate of the Professional Registered Structural with 5 years' experience= 3 points • Certified Certificate of the Professional Registered Structural with 4 years' experience= 2 points • Certified Certificate of the Professional Registered Structural with 0 to 3years experience= 1 point	15

3. Registration with an accredited body	3.1 Registration with Sustainable Energy Society Southern Africa (SESSA) or PV Green Card • Yes = 5 Points • No = 0 Points	5
Total Weight		100

7.4 PHASE 4: PRICE AND SPECIFIC GOALS

Preference point system applicable for this bid is **80/20**

SPECIFIC GOALS

In line with the Preferential Procurement Regulations 2022, a preference point system must be followed, where:

For contracts with a prescribed Rand value, a maximum of 20 points will be allocated for specific goals in this bid as follows

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

	SPECIFIC GOALS	POINTS
1	51 % owned by HDIs (people who had no franchise on national elections prior to 1994)	6
2	51 % owned by Women	4
3	51 % owned by Youth	4
4	51 % owned by People with disabilities	2
5	BEE status Level:1- 4	2
6.	Implementation of RDP goals (The promotion of SMMEs)	2
TOTAL FOR SPECIFIC GOALS		20

8. PRICE

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

The points scored by a tenderer in respect of SPECIFIC GOALS contemplated in section 5, read with section 2(1)(b)(i) and (ii) and 2(1)(c), of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), and with effect from 16 January 2023. Made the regulations set out in the Preferential Procurement Regulations 2022 Schedule

section 2(1)(e) of the Act an organ of state must, in the invitation to submit tenders, clearly specify the specific goals for which a point may be awarded, must be added to the points scored for price

9. BID SUBMISSION REQUIREMENTS

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

- a. The service provider must draft a table of contents which will indicate where each document is in the proposal.
- b. The proposal shall consist of one **binded** master original document, and must clearly indicate the Prices on SBD 3.1
- c. Standard bidding documents (SBD1, 3.1, 4, 6.1.).
- d. Copy of Central Supplier Database (CSD) report
- e. SARS Tax Status Pin.
- f. BEE certificate / Signed Affidavit
- g. Digital/ Soft copy of Complete Tender document on a memory stick**

10. LEGISLATIVE FRAMEWORK OF THE BID

Tax Legislation

- a. Bidder must always attempt to be compliant with when submitting proposal to ARC and remain Compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- b. Bidders who make taxable supplies more than R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R500 000 has been exceeded in the past 12-month period. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of the award of the bid.
- c. SARS Tax Status Pin requirements/ or Central Supplier Database (CSD) number or report must be provided.

11. PROCUREMENT LEGISLATION

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

PRIVACY AND PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013

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

- a. ARC's role as the party responsible is, amongst others, to process personal information for the intended purpose for which it was obtained and in line with legal agreements with its respective/prospective services providers and third parties

- b. ARC will process personal information only with the knowledge and authorisation of the Bidder/respondent and will test personal information which comes to its knowledge as Confidential and will not disclose it, unless so required by law or subject to the exception Contained in the POPIA.
- c. ARC reserves all the rights afforded to it by the POPIA in the processing of any of its Information as contained in this bid and the bidder/respondent is required to comply with all Prescripts as detailed in the POPIA relating to all information concerning ARC.
- d. In responding to this bid, ARC acknowledges that it will obtain and have access to personal information of the bidder/respondent. ARC agrees that it shall only process the information disclosed by the bidder/respondent in their response to this bid for the purpose of evaluation and subsequent award of the tender and in accordance with any applicable law

12. SPECIAL CONDITIONS OF CONTRACT.

- a. All the conditions specified in the General Conditions of Contract (GCC) will apply and where Conditions in the special conditions of contract contradict the conditions in the general conditions of contract the special conditions of contract will prevail.
- b. Letter of Authority to sign documents on behalf of the company.
- c. The proposals should be submitted with all required information containing technical information.
- d. Bidders failing to meet pre-compliance, mandatory requirements, and functionality Minimum score will automatically be disqualified.
- e. Service providers are requested to submit a Central supplier registration report to claim specific goals
- f. SBD 6.1 must also be duly completed, signed, and submitted alongside the bid to claim preference points. Failure to do so will result in B-BBEE preference points being forfeited.
- g. If the application is made by a Joint Venture or Partnership, the accreditation credentials in the name of joined entities should be submitted. Members at the joint venture must meet the requirement of the proposal.
- h. Poor or non-performance by the bidder will result in cancellation of works orders.

13. SUB-CONTRACTING CONDITIONS/ REQUIREMENTS

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

14. PAYMENT TERMS

- a. ARC undertakes to pay out in full or as per deliverables within thirty (30) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in special conditions. No payment will be made where there is outstanding information/ work not submitted by the Service Provider/s until that outstanding information is submitted.

15. Technical Enquiries

Contact Person

Name: Dr Kgantjie Moloto

Email: Molotok@arc.agric.za,

Contact number: 082 095 8630

16. SCM Enquiries

Contact Person

Name: Mr Benjamin Motuba

Email. motubabp@arc.agric.za

Contact number: 012 672 9114

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ARC/01/04/2025	CLOSING DATE:	28 April 2025	CLOSING TIME:	11:00
DESCRIPTION	Supply, Delivery and Installation of New Generators and Integrated Solar for Irene Research Campus & Kgora Training Centre in Mahikeng				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Agricultural Research Council – Irene Campus (Main Building)					
Old Olifantsfontein Road					
Irene					
0062					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. Benjamin Motuba		CONTACT PERSON	Dr. Kgantjie Moloto	
TELEPHONE NUMBER	012 672 9114		TELEPHONE NUMBER	012 672 9352	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	motubabp@arc.agric.za		E-MAIL ADDRESS	MolotoK@arc.agric.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ 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:



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 – FIRM PRICES (PURCHASES)

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

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number... ARC/01/04/2025
Closing Time 11:00	Closing date..... 28 April 2025

OFFER TO BE VALID FOR...**120**...DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

-
- Required by:
 - At:
.....
 - Brand and model
 - Country of origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
*Delivery: Firm/not firm
 - Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

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

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

.....
Signature Date

.....
Position Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
51 % owned by HDIs (people who had no franchise on national elections prior to 1994)	6
51 % owned by Women	4

51 % owned by Youth	4
51 % owned by People with disabilities	2
BEE status Level:1- 4	2
Implementation of RDP goals (The promotion of SMMEs)	2
TOTAL	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

80/20 or 90/10

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

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 If 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 relieve the supplier of any warranty obligations under the contract; and
- b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

15. Warranty



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

16. Payment

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



17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend by the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or service from a national department, provincial department or a local authority.



- 21.4 The right is reserves to procure outside of the contract small quantities or to have 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.

