



## agriculture & rural development

Department:  
agriculture  
& rural development

PROVINCE OF KWAZULU-NATAL

### KWAZULU-NATAL DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

**BID No: ZNB 3715/17A**

#### **DESCRIPTION OF SERVICE: SUPPLY AND DELIVERY OF LABORATORY CONSUMABLES, CHEMICALS AND REAGENTS FOR THE VETERINARY, ANALYTICAL AND RESEARCH LABORATORIES**

NAME OF BIDDER: \_\_\_\_\_

#### **Compulsory briefing session:**

Venue	Soil Science Boardroom
Date	23 January 2018
Time	10h00

One- person Business Sole Trader	
Close Corporation	
Incorporated Company	
Private Company	
Partnership	
Consortium /Joint Venture	
Co-operative	

#### **Return of Bid:**

Bid must be deposited in the bid box situated at Department of Agriculture and Rural Development, Supply Chain Management, 1 Cedara Road, Cedara, 3200 or send by post to The Director: Supply Chain Management, Private Bag X9059, Pietermaritzburg, 3200. Tel: (033) 355 9172 before 11:00 am on the closing date the **01<sup>st</sup> February 2018**

#### **Issued by:**

The Department of Agriculture and Rural Development  
1 Cedara Road  
Cedara

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**Bidders are to check that all pages and forms are included in the bid documentation and notify the Department immediately if any pages or sections are missing**

**SECTION A**  
**STANDARD BID DOCUMENTATION**

**SBD 1**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KZN DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT</b>
--

BID NUMBER: **ZNB 3715/17A** CLOSING DATE: **01 February 2018** CLOSING TIME: **11:00**

DESCRIPTION: **SUPPLY AND DELIVERY OF LABORATORY CONSUMABLES, CHEMICALS  
AND REAGENTS FOR THE VETERINARY, ANALYTICAL AND RESEARCH LABORATORIES**

VALIDITY PERIOD: ONE HUNDRED AND TWENTY (120) DAYS

CENTRAL SUPPLIER DATABASE REGISTRATION NO (CSD): .....

**BID DOCUMENTS MAY BE POSTED TO:**

THE DIRECTOR: SUPPLY CHAIN MANAGEMENT  
DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT, PRIVATE BAG X9059,  
PIETERMARITZBURG, 3200

OR

**DEPOSITED IN THE BID BOX SITUATED AT:**

SUPPLY CHAIN MANAGEMENT BUILDING  
1 CEDARA ROAD  
CEDARA

**BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT  
ADDRESS. IF THE BID IS LATE, IT WILL NOT BE ACCEPTED FOR CONSIDERATION.**

The bid box is open 24 hours a day, 7 days a week.

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RETYPED)**

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT  
AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL  
CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL  
CONDITIONS OF CONTRACT.

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

Contact Person: Mr A.L Dlamini

Telephone: (033) 355 9172

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

Contact Person: Ms L.M. Thurtell

Telephone: 033 355 9450

Contact Person: Ms J.J le Roux

Telephone: 033 347 8300

HE 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: .....

CELLPHONE NUMBER: .....

FACSIMILE NUMBER: .....

E-MAIL ADDRESS: .....

VAT REGISTRATION NUMBER: .....

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

YES ☐ or NO ☐ [TICK THE APPLICABLE BOX]

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

YES ☐ or NO ☐ [TICK THE APPLICABLE BOX]

IF YES, WHO ISSUED THE CERTIFICATE? [TICK THE APPROPRIATE BOX BELOW]

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT ... ☐

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

A REGISTERED AUDITOR ..... ☐

**(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 SERVICES OFFERED?.....YES or ☐ NO [TICK ☐ THE APPLICABLE BOX]

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER: .....

DATE: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED .....

TOTAL BID PRICE: ..... TOTAL NUMBER OF ITEMS OFFERED: .....

**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 bidder are required to complete TCC 001 form "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 or tax compliance status PIN.
3. The original Tax Clearance Certificate or tax compliance status PIN 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 or tax compliance status PIN.
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](http://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.efiling.co.za](http://www.efiling.co.za)

**SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE  
COMPLETION OF BIDDING FORMS**

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

**PRICING SCHEDULE**

NAME OF BIDDER: _____	BID NO.: _____
ZNB3715/17A	
CLOSING DATE: 01 February 2018	CLOSING TIME 11:00

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

BID NUMBER	DESCRIPTION	BID PRICE IN RSA CURRENCY *(All applicable taxes included)
ZNB3715/17A	SUPPLYAND DELIVERY OF LABORATORY CONSUMABLES, CHEMICALS AND REAGENTS FOR THE VETERINARY, ANALYTICAL AND RESEARCH LABORATORIES	<b><u>NOT APPLICABLE</u></b>

Official company  
stamp

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 2.1 Full Name of bidder or his or her representative: .....
  - 2.2 Identity Number : .....
  - 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....
  - 2.4 Company Registration Number: .....
  - 2.5 Tax Reference Number: .....
  - 2.6 VAT Registration Number: .....
  - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

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

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



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

2.7.1 If so, furnish the following particulars:

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.....  
.....  
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars.....

.....

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

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

**4 DECLARATION**

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

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Position

\_\_\_\_\_  
 Name of bidder

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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

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

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

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

#### 5. BID DECLARATION

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

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

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

#### 7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?  
(**Tick applicable box**)

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

- 7.1.1 If yes, indicate:

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

(**Tick applicable box**)

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

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

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
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		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

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

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....

## CONTRACT FORM - RENDERING OF SERVICES

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

### PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1 .....

2 .....



**CONTRACT FORM - RENDERING OF SERVICES****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as.....  
accept your bid under reference number .....dated.....for the  
rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and  
conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b>  The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		+

## CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM  
IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION  
MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE  
FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregards the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of Bidder

**OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE**

N. B.: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE BID.

Site/building/institution involved: .....

Bid No: .....

Service: .....

\*\*\*\*\*

THIS IS TO CERTIFY THAT (NAME): .....

ON BEHALF OF: .....

VISITED AND INSPECTED THE SITE ON..... (DATE)

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

.....  
**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**  
 (PRINT NAME)

**DATE:** .....

.....  
**SIGNATURE OF DEPARTMENTAL REPRESENTATIVE**  
 (PRINT NAME)

.....  
**DEPARTMENTAL STAMP:**  
 (OPTIONAL)

**DATE:** .....

**AUTHORITY TO SIGN A BID****A. COMPANIES**

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

**AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the Board of Director.....20.....,

Mr/Mrs.....

(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company) .....

**IN HIS/HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF COMPANY:**

.....  
(PRINT NAME)

**SIGNATURE OF SIGNATORY:** ..... **DATE:** .....

**WITNESSES:** 1.....

2.....



**B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)**

I, the undersigned..... hereby confirm that I am the  
sole owner of the business trading as.....

.....

**SIGNATURE**..... **DATE**.....

**C. PARTNERSHIP**

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
----------------------	---------------------	-----------

.....	.....	.....
-------	-------	-------

.....	.....	.....
-------	-------	-------

.....	.....	.....
-------	-------	-------

We, the undersigned partners in the business trading  
as.....hereby authorise  
.....to sign this bid as well as any contract resulting from  
the bid and any other documents and correspondence in connection with this bid and /or contract on  
behalf of

.....  
**SIGNATURE**

.....  
**SIGNATURE**

.....  
**SIGNATURE**

.....  
**DATE**

.....  
**DATE**

.....  
**DATE**

#### **D. CLOSE CORPORATION**

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation

shall be included with the bid, together with the resolution by its members authorising a member or other official of

the corporation to sign the documents on their behalf.

By resolution of members at a meeting on ..... 20.....

at..... Mr/Ms....., whose signature

appears below, has been authorised to sign all documents in connection with this bid on behalf of

(Name of Close Corporation).....

.....

#### **SIGNED ON BEHALF OF CLOSE CORPORATION:**

.....

(PRINT NAME)

**IN HIS/HER CAPACITY AS** .....**DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:** 1.....

2.....

## **E CO-OPERATIVE**

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on ..... 20.....

at.....

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of cooperative).....

**SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:** .....

**IN HIS/HER CAPACITY AS:** .....

**DATE:** .....

**SIGNED ON BEHALF OF CO-OPERATIVE:** .....

**NAME IN BLOCK LETTERS:** .....

**WITNESSES: 1**.....

**2**.....

## **F JOINT VENTURE**

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

### **AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE**

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr/Mrs.....,Mr/Mrs.....

Mr/Mrs.....and Mr/Mrs.....

(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:(Name of Joint Venture).....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF (COMPANY NAME): .....  
(PRINT NAME)

SIGNATURE: ..... DATE: .....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF (COMPANY NAME): .....  
(PRINT NAME)

SIGNATURE: ..... DATE: .....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF (COMPANY NAME): .....  
(PRINT NAME)

SIGNATURE: ..... DATE: .....

IN HIS/HER CAPACITY AS: .....

## **G. CONSORTIUM**

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

### **AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM**

By resolution/agreement passed/reached by the consortium on.....20.....

Mr/Mrs.....

(whose signature appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium).....

**IN HIS/HER CAPACITY AS:** .....

**SIGNATURE:** ..... **DATE:** .....

## **SECTION B**

### **GENERAL CONDITIONS OF CONTRACT**

**DEFINITIONS:** The following terms shall be interpreted as indicated:

- (a) "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- (b) "Contract" means the written agreement entered into between the Province and the Contractor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (c) "Contract price" means the price payable to the Contractor under the contract for the full and proper performance of his contractual obligations.
- (d) "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- (e) "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- (f) "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.
- (g) "Day" means calendar day.
- (h) "Delivery" means delivery in compliance with the conditions of the contract or order.
- (i) "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- (j) "Delivery into consignees store or to his site" means delivery and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Contractor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- (k) "Dumping" occurs when a private enterprise abroad market its goods and services 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.
- (l) "Force majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such event may include, but is not restricted to, acts of the Province in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (m) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- (n) "GCC" means the General Conditions of Contract.

- (o) "Goods" means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- (p) "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 Contractor or his subcontractors) 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 supplies covered by the bid will be manufactured.
- (q) "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- (r) "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- (s) "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- (t) "Project site" where applicable, means the place indicated in bidding documents.
- (u) "Province" means the procuring Department, incorporating the KwaZulu-Natal Provincial Legislature.
- (v) "Republic" means the Republic of South Africa.
- (w) "SCC" means the Special Conditions of Contract.
- (x) "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 Contractor covered under the contract.
- (y) "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **1. CESSION OF CONTRACTS**

- 1.1 The Contract is personal to the Contractor who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Province, and on such conditions as it may approve.
- 1.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of the Contractor for materials and minor components relating to the goods or services supplied. The Province reserves the right to require the Contractor to submit, for noting, the names of such sub-contractors in order to ascertain their registration on the Provincial Suppliers Database and they must be legal entities.

## **2. DISCREPANCIES**

Should there appear to be any discrepancies, ambiguities or want of agreement in description, dimensions, qualities or quantities in the Contract, the Contractor shall be obliged to refer the matter to the Provinces' Representative for a decision, before proceeding to execute the Contract or part thereof in respect of which the said discrepancies, ambiguities or want of agreement appear to exist.

## **3. QUALITY AND GUARANTEE**

- 3.1 All Goods supplied shall be equal in all respects to samples, patterns or specifications where such are provided. Any changes to quality or brands will have to be approved by the Province, as this is a change to the conditions of the contract.
- 3.2 Should the Province, after the award of the Contract and/or during the manufacture of the goods specified, decide on a variation or alteration to the specification, either at the suggestion of the Contractor or otherwise, which will be to the Province's advantage, such variation or alteration shall be performed to the Province's satisfaction. Any variation in the Contract Price arising there from shall be subject to agreement between the Province and the Contractor.
- 3.3 The Contractor shall not be relieved of his obligations with respect to the sufficiency of the materials and workmanship and the quality of the Goods supplied by the reason of no objection having been taken thereto by the Province's Representative at the time the Goods were delivered.
- 3.4 The Contractor 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 Contractor 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 Contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of the final destination.
- 3.5 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 the Special Conditions of Contract.
- 3.6 The Province shall promptly notify the Contractor in writing of any claims arising under this warranty. The Contractor shall immediately remedy the said defect free of cost to the Province. Should the Contractor delay remedial work in excess of time stipulated by the Province's representative, the Province may have such remedial work executed at the Contractor's expense. Should the Province decide that the defect is such that it cannot be remedied, the Goods may be rejected. Such rejected goods shall be held at the risk and



expense of the Contractor and shall, on request of the Province, be removed by him immediately on receipt of notification of rejection. The Contractor shall be responsible for any loss the Province may sustain by reason of such action as the Province may take, in terms of this clause.

- 3.7 The risk in respect of the Goods purchased by the Province under the contract shall remain with the Contractor until such goods have been delivered to the Province.
- 3.8 The principle feature of the Goods and Work are described in the Goods or Services Information, but the Goods or Services Information does not purport to indicate every detail of construction, fabrication or arrangements of Goods and Works necessary to meet the requirements. Omission from the Goods or Services information of reference to any part or parts shall not relieve the Contractor of his responsibility for carrying out the Work as required under the Contract.
- 3.9 If any dispute arises between the Province and the Contractor in connection with the quality and guarantee of the Goods, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

#### **4. FAILURE TO COMPLY WITH CONDITIONS AND DELAYED EXECUTION**

- 4.1 If a bidder amends or withdraws his/her/their bid after the closing time but before the bidder is notified that his/her/their bid has been accepted, or when notified that his/her/their bid has been accepted, he/she/they fail/fails, within the period stipulated in the conditions of bid or such extended period as the Province may allow, to sign a contract or to provide security when requested to do so, he/she/they shall, unless the Province decides otherwise, and without prejudice to any other right which the Province may have under paragraphs 4.2 and 4.4, including the right to claim damages if a less favourable bid is accepted or less favourable arrangements are to be made, forfeit any deposit which may have been made with the bid.
- 4.2 Should the contractor fail to comply with any of the conditions of the contract, the Province shall be entitled, without prejudice to any of its other rights, to cancel the contract.
- 4.3 Upon any delay beyond the contract period in the case of a supplies contract, the Province shall, without canceling the contract, be entitled forthwith 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 supplies delivered later at the contractor's expense and risk, or forthwith to cancel the contract and buy such supplies as may be required to complete the contract, and without prejudice to its rights, be entitled to claim damages from the contractor.
- 4.4 Upon any delay beyond the contract period in the case of a service contract, the Province shall, without prejudice to any other right and without canceling the contract, be entitled forthwith to arrange the execution of the service not rendered in conformity with the contract or to cancel the contract, and without prejudice to its other rights, be entitled to claim damages from the contractor.
- 4.5 In the event of the Province availing itself of the remedies provided for in paragraph 4.2-
  - 4.5.1 the contractor shall bear any adverse difference in price of the said supplies services and these amounts plus any other damages which may be suffered by the Province, shall be paid by the contractor to the Province immediately on demand, or the Province may deduct such amounts from moneys (if any) otherwise payable to the contractor in respect of supplies or services rendered or to be rendered under the contract or under any other contract or any other amounts due to the contractor; or

4.5.2 if the Contractor fails to supply the goods or render the service within the period stipulated in the contract, the Province shall have the right, in its sole discretion, to claim any damages or loss suffered.

4.6 No damages shall be claimed in respect of any period of delay which the contractor can prove to be directly due to a state of war, sanctions, strikes, lockouts, damage to machinery as a result of accidents, fire, flood or tempest or act of God, which could not be foreseen or overcome by the contractor, or to any act or omission on the part of persons acting in any capacity on behalf of the Province.

4.7 If the delivery of the supplies or the rendering of the service is likely to be delayed or is in fact being delayed on account of any of the reasons mentioned in paragraph 4.6, full particulars of the circumstances shall be reported forthwith in writing to the Province and at the same time the contractor shall indicate the extension of the delivery period which is desired.

## **5. PATENTS**

5.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Province against any claims arising there from.

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

## **6. PACKAGING, MARKING AND DELIVERY**

6.1 All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading. Unless otherwise specified, packing cases and packing materials are included in the Contract Price, and shall be and remain the property of the Province.

6.2 All goods shall be clearly marked in the manner stated in the Goods or Services Information.

6.3 Goods shall be delivered to the address within the Province's area of jurisdiction as set out in the Special Conditions of Contract or Goods and Services Information.

6.4 Goods shall be delivered on Weekdays between 08:00 and 16:00, free of all charges, only when ordered upon an official letter or form of order issued by the Province. No goods will be received on Saturdays, Sundays and public holidays. This paragraph (6.4) is applicable only when not excluded in the Special Conditions of Contract.

6.5 Goods delivered shall in all cases be accompanied by delivery notes in duplicate, one which will be retained by the Province. The Contractor shall be responsible for the safe delivery as to the quality, quantity and condition of the goods.

6.6 Delivery, unless otherwise provided for in the Special Conditions of Contract, shall be affected within seven (7) days from receipt of the order. The Contractor shall advise the Province upon receipt of an order in writing of any anticipated delays, citing reasons therefore and put forward a new anticipated delivery date. The Province may then extend the delivery date, if and as it deems fit.

6.7 Should the Contractor fail to supply the material within the time stated in his bid, or within the extended time allowed to him in terms of clause 6.6 hereof, the Province reserves the right (after giving the Contractor seven days notice in writing) to cancel the contract and purchase the materials elsewhere and the bidder shall refund to the Province any extra cost incurred

over and above the contract price. No liability shall, however, be attached to the Contractor if delivery of materials is rendered impossible or delayed by reason of circumstances beyond the Contractor's control.

- 6.8 If the Contractor cannot produce proof satisfactory to the Province that the delay was due to circumstances beyond his control, no price increase after the due date will be recognized.
- 6.9 If at any time the Province ascertains that, due to negligence of the Contractor or for reasons beyond his control:
  - 6.9.1 No work on the order has been commenced and in the opinion of the Province, there is little or no prospect of work being commenced in reasonable time;
  - 6.9.2 Delivery of any materials is being or is likely to be delayed beyond the delivery date promised, and/or
  - 6.9.3 There is little or no prospect of the order being completed within a reasonable time after the promised date; the Province may, by notice to the Contractor in writing, cancel as from the future date specified in such notice, the whole or any part of the order in respect of which material has not been delivered by that date without incurring any liability by reasons of such cancellation. The cases where circumstances beyond the control of the Contractor have delayed commencement or completion of the order, cancellation of the order will be effected by mutual arrangement or where this is not possible by the decision of the Province. The Contractor shall then as soon as possible after such date deliver to the Province that part of the order which has been completed, and payment is to be effected is for the part performance on a proportional basis, subject to the uncompleted part not being an integral or essential part of the contract.
- 6.10 Should a price other than an all-inclusive price be required, this shall be specified in the SCC.

## **7. CONSIGNMENT OF GOODS**

- 7.1 Goods, if delivered by Spoornet may be consigned carriage paid in the Contractor's name, care of the Province to the place of delivery stipulated, but not in the name of the State. Goods consigned to stores located in areas which Spoornet may refuse to deliver, must be done so care of a local agent or to a local depot from which they may be re-delivered by road to such stores.
- 7.2 Contractors shall arrange with Spoornet to deliver goods to the Province's stores during the hours and on the days that the stores are open.
- 7.3 The Province will not be responsible for any damage, re-delivery charges or any other charges raised by Spoornet.
- 7.4 Claims on the South African Transport Services or on any other carrier in respect of weight, quantity, damage or loss, shall be made by the Contractor.

## **8. PAYMENT**

- 8.1 The Contractor shall furnish the Province with an invoice accompanied by a copy of the delivery note upon fulfilment of other obligations stipulated in the contract.
- 8.2 Payments shall be made promptly by the Province, but in no case later than thirty days (30) days after submission of an invoice or claim by the Contractor.

- 8.3 Payments will be made in Rand unless otherwise stipulated.
- 8.4 Payments for goods are made by the Province only. Any disputes regarding late or delayed payments must be taken up with the department and if a problem persists, the Supply Chain Management Office can be requested to investigate the delays.

## **9. INVOICES**

All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.

## **10. CONTRACT PRICE ADJUSTMENT**

10.1 Firm contract prices shall not be subject to adjustment. Contract prices which are not firm shall be increased or reduced by the amount of variation between the Cost to Bidder and the actual cost to the Contractor, such variations to be subject to the following conditions:-

10.1.1 Where the Cost to Bidder was based on a printed catalogue or list price, the variation shall be the difference between that price list and the price list actually charged. Should it transpire that the Cost to Bidder was not based on the latest available price list at the Date of Bid, the Province shall have the right to elect the price list on which any variation shall be based.

10.1.2 Where the Cost to Bidder was based on a quotation by the manufacturer, or where the Contractor is the manufacturer, and the Contract Price was based on the cost of materials and labour ruling at a certain date, the variation in the Contract Price shall be calculated by means of the Steel and Engineering Industries Federation of South Africa (SEIFSA) formula if this is stipulated in the Contract, or if the Province's representative considers it to be appropriate. Where the use of the SEIFSA formula is not appropriate, the variation shall be calculated by means of another formula acceptable to the Province, which shall be indicated in the Special Conditions of Contract. Only those cost increases due to wage increases prescribed by regulating measures having the force of law, or increases in the cost of materials and railage as may be proven by documentary evidence, or published data, will be considered in determining Contract Price variation.

10.1.3 Any difference between Rates and Charges ruling at the time of bid and those actually paid by the Contractor will be for the account of the Province. The Contract Price adjustment arising from any variation in Rates and Charges shall, in every instance, be applied to the appropriate value, or tonnage, of the Goods shipped. Where a variation in the Cost to bidder has been allowed, the contract price shall be adjusted by the product of such variation and every component of Rates and Charges which is based on the value of the Goods, whether or not the costs of such components have varied.

10.1.4 No claim for increased costs will be entertained if the Contractor is unable to produce documentation to substantiate Cost to Bidder and Rates and Charges on which the contract price was based and documentation to support his claim. Such documentation must, in the opinion of the Province, adequately support the Contractor's claim. No claim for increased costs to the Contractor arising from negligence on his part, or that of the manufacturer, will be considered.

10.1.5 The Contractor shall, in respect of every consignment or shipment of Goods delivered, supply to the Province's Representative documentary evidence of variation, if any, in Cost to Bidder and Rates and Charges.

10.1.6 Claims for increased cost shall be submitted with the invoice for the Goods in respect of which the claim is made, or as soon thereafter as possible. Claims shall not be considered if received more than 90 days after the expiry of the

Contract unless notice of intention to claim has been given to the Province before such date.

- 10.1.7 In the event of there being no claim by the Contractor for increased costs, the Contractor shall not be entitled to full payment under the Contract before he has submitted to the Province, in his own name or in the name of the manufacturer, a certificate declaring that there have been no adjustments in the cost of manufacture which entitle the Employer to a reduction in the Contract Price as provided for in this clause.

## **11. REMEDIES IN THE CASE OF DEATH, SEQUESTRATION, LIQUIDATION OR JUDICIAL MANAGEMENT**

- 11.1 In the event of the death of a contractor or the provisional or final sequestration of his/her/their estate or of his/her/their cession or transfer of a contract without the approval of the Province or of the surrender of his/her/their estate or of his/her/their reaching a compromise with his/her/their creditors or of the provisional or final liquidation of a contractor's company/closed corporation or the placing of its affairs under judicial management, the Province may, without prejudice to any other rights it may have, exercise any of the following options :
- 11.1.1 Cancel the contract and accept any of the bids which were submitted originally with that of the contractor or any offer subsequently received to complete the contract. In such a case the estate of the contractor shall not be relieved of liability for any claim which has arisen or may arise against the contractor in respect of supplies not delivered or work not carried out by the contractor, under the contract.
- 11.1.2 Allow the executor, trustee, liquidator or judicial manager, as the case may be, for and on behalf of and at the cost and expense of the estate of the contractor to carry on with and complete the contract.
- 11.1.3 For and on behalf of and at the cost and expense of the estate of the contractor, itself carry on with and complete the contract and in that event the Province may take over and utilize, without payment, the contractor's tools, plant and materials in whole or in part until the completion of the contract.
- 11.2 Should the Province elect to act in terms of paragraph 11.1.3 it shall give notice of its requirements to the executor, trustee, liquidator or judicial manager of the contractor's estate and should the said executor, trustee, liquidator or judicial manager fail within 14 days of the dispatch of such notice to make provision to the satisfaction of the Province for the fulfillment of such requirements, or should no trustee, liquidator or judicial manager be appointed within 14 days of the occurrence mentioned in paragraph 11.1, the Province may apply any remedy open to it in terms of the contract as if a breach thereof had taken place.
- 11.3 Should the Province act in terms of paragraph 11.1.3 the contractor must leave the premises immediately and may not occupy such premises on account of retention or any other right.

## **12. LAW TO APPLY**

The Contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise with the law of the Republic of South Africa, and any difference that may arise between the Province and the Contractor in regard to the Contract, shall be settled in the Republic of South Africa.

## **13. OFFERING OF COMMISSION OR GRATUITY**

If the Contractor, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any office bearer of the Province or person in the employ of the Province, any commission, gratuity, gift or other consideration, the Province shall have the right, summarily and without recourse to law and without prejudice to any other legal remedy

which it may have in regard to any loss or additional cost or expenses, to cancel the Contract without paying any compensation to the Contractor.



#### **14. PREFERENCES**

- 14.1 Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Province may, at its own right:-
- 14.1.1 Recover from the Contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the Contract; and / or
  - 14.1.2 Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.
  - 14.1.3 The Province may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

#### **15. WEIGHTS AND MEASURES**

The quantities of goods offered or delivered shall be according to South African standard weights and measures.

#### **16. SECURITY**

- 16.1 Special Conditions of Contract relating to Surety/Guarantee requirement must be dealt with in strict compliance with the Conditions of Bid set out herein.
- 16.2 In respect of contracts less than R 500 000, the guarantees and sureties required may be based on a risk evaluation conducted by the Province inviting the bid.
- 16.3 No deposits are required for bid applications for contracts below R 500 000.

#### **17. ORDERS**

- 17.1 Goods shall be delivered and services rendered only upon receipt of a written official order or the signing of a contract with the Province, and accounts shall be rendered as indicated on the official order or in the contract, as the case may be.
- 17.2 The Province reserves the right to call upon any Contractor during the contract period to make known the following details:
- 17.2.1 Name of Institution placing order;
  - 17.2.2 Provincial official order number;
  - 17.2.3 Quantity ordered; and
  - 17.2.4 List of items ordered.

#### **18. EXPORT LICENCES**

- 18.1 When orders are placed for goods in respect of which an export licence from the country of origin of supplies is required, the Contractor shall:
- 18.1.1 Not incur any direct or indirect costs in connection with the supply or dispatch of such supplies before he has obtained such licence;
  - 18.1.2 If the government of the country from which the supplies are to be exported refuses, or fails to grant such licence within three months of the placing of the order, the order shall be considered to be cancelled and no liability will be accepted for any loss or expenses irrespective of the nature thereof, including loss or expenditure suffered or incurred by the Contractor or any other person in respect of the production, supply, transportation or delivery of such supplies.



## **19. INSURANCE**

- 19.1 The goods supplied under the contract shall be fully insured in a freely convertible Currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 19.2 Any insurance policies taken out by a Contractor to cover goods delivered for a contract must be taken out with a company registered in South Africa in terms of relevant insurance and companies acts.

## **20. INSPECTION, TESTS AND ANALYSES**

- 20.1 In terms of Provincial policy, inspections of a Bidder's goods and services are permitted. Bidders and Contractors must allow reasonable access to premises to officials from the department inviting the bid, or person specially appointed by the Province to carry out inspection or tests. There are two main categories: Firstly, where the bid conditions call for goods to be inspected during the contract period. Secondly, where the inspection results are to be submitted with the bid document.
- 20.2 If it is a bid condition that goods to be produced should at any stage during production or on completion be subject to inspection, the premises of the Contractor shall be open, at all reasonable hours, for inspection by a representative of the Province or of an organization acting on its behalf.
- 20.3 Inspections tests and analyses may be carried out prior to dispatch in regard to such contract goods as may be deemed necessary by the Province, and the Contractor shall provide, if required, all the required facilities for the inspection, tests and analyses of the goods free of charge and shall, if required, provide all the materials, samples and labour and available apparatus which may be required for the purposes of such inspection, tests and analyses free of charge, unless otherwise specified.
- 20.4 If there are no inspection requirements in the bid documents and no mention thereof is made in the letter of acceptance, but during the contract it is decided that inspections shall be carried out, the Province shall itself make the necessary arrangements, including payment arrangements, with the testing authority concerned. The premises of the Bidder Contractor must be open and accessible at all reasonable times for the purposes of these tests.
- 20.5 If the inspection, tests and analyses show the goods or service to be in accordance with contract requirements, the cost of the inspection, tests and analyses shall be defrayed by the Province calling for such tests or analyses. Where the supplies or services do not comply with the contract, the costs shall be defrayed by the Contractor and the Province shall have the right, without prejudice to any other legal remedy it may have, to deduct such costs from payments due to the Contractor under the contract or under any other contract.
- 20.6 Goods and services which do not comply with the contract requirements may be rejected.
- 20.7 Any goods 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, and such rejected goods shall be held at the cost and risk of the Contractor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them for goods which do comply with the requirements of the contract, failing which such rejected goods shall be returned at the Contractor's cost and risk. Should the Contractor fail to provide the substitute goods forthwith, the Province may, without giving the Contractor a further opportunity to substitute the rejected goods, purchase such supplies as may be necessary at the expense of the Contractor, for example, the transport costs and other expenses regarding the rejected goods must be refunded by the Contractor.
- 20.8 Where imported goods are to be inspected before delivery, the Contractor shall notify his suppliers abroad of the conditions applicable to inspections.
- 20.9 Provisions contained in sub-clause 20.1 and 20.8 shall not prejudice the right of the Province to cancel the contract on account of a breach of the conditions thereof.

## **21. RESTRICTION OF BIDDING**

Without prejudice on any other legal remedies, the Province may impose restrictions on a Bidder in terms of which bids to the Province will not be accepted for such period as determined by the Province. This information may be passed to other provinces or State organisations in the Republic of South Africa. These restrictions may be imposed in terms of the breach of any of the requirements to be met in terms of the accepted bid or contract. The Province may also make a restriction on a bidder from another province or State institution applicable to this Province.

## **22. CONTRACTOR'S LIABILITY**

22.1 In the event of the contract being cancelled by the Province in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Province any losses sustained and/ or additional costs or expenditure incurred as a result of such cancellation, and the Province shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Province may suffer or may have suffered.

22.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

## **23. PRICE LISTS**

Price lists which are part of the contract shall not be amended without the approval of the Province, unless the SCC specify otherwise.

## **24. SUBMISSION OF CLAIMS**

24.1 Claims must be submitted within 90 days of the delivery date of items, but the delivery date will be calculated according to the delivery period stipulated in terms of the contract, unless an extension for late delivery has been granted by the Province.

24.2 For period contracts, no price increase will be granted within the first 180 days of the contract period. No price increase applications which are submitted later than 90 days after the contract period expired will be considered. The claims shall be accompanied by documentary proof and, if required, an auditor's report sustaining the claim shall be provided.

24.3 Claims referring to formulae and indices must be clearly set out in terms of indices or formulae values used to calculate the bid price, and the adjusted indices or values.

## **25. PROVINCIAL PROPERTY IN POSSESSION OF A CONTRACTOR**

25.1 Province's property supplied to a Contractor for the execution of a contract remains the property of the Province and shall at all times be available for inspection by the Province or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Province forthwith.

25.2 The Contractor shall be responsible at all times for any loss or damages to the Province's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Province may require.



## **26. RIGHTS TO PROCURE OUTSIDE THE CONTRACT**

- 26.1 The Province reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of Province or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.
- 26.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Province or local authority.

## **27. AMENDMENT OF CONTRACT**

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing.

## **28. NOTICES**

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

## **29. INCIDENTAL SERVICES**

- 29.1 The Contractor may be required to provide any or all of the following services, including additional services, if any, specified in the Special Conditions of Bid:
- (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 of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the Contractor of any warranty obligations under this contract; and
  - (e) training of the Province's personnel, at the Contractor's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 29.2 Prices charged by the Contractor 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 Contractor for similar services.

## **30. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION**

- 30.1 The Contractor shall not, without the Province'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 Province in connection therewith, to any person other than a person employed by the Contractor 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.
- 30.2 The Contractor shall not, without the Province's prior written consent, make use of any document or information mentioned in GCC clause 30.1 except for purposes of performing the contract.
- 30.3 Any document, other than the contract itself mentioned in GCC clause 30.1 shall remain the property of the Province and shall be returned (all copies) to the Province on completion of the Contractor's performance under the contract or so required by the Province.

- 30.4 The Contractor shall permit the Province to inspect the Contractor's records relating to the performance of the Contractor and to have them audited by auditors appointed by the Province, if so required by the Province.

### **31. SPARE PARTS**

- 31.1 If specified in SCC, the Contractor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Contractor:

- (a) such spare parts as the Province may elect to purchase from the Contractor, provided that this election shall not relieve the Contractor of any Warranty obligations under the contract.
- (b) In the event of termination of production of the spare parts:
  - (i) Advance notification to the Province of the pending termination, in sufficient time to permit the Province to procure needed requirements; and
  - (ii) Following such termination, furnishing at no cost to the Province, the blueprints, drawings, and specifications of the spare parts, if requested.

### **32. PENALTIES**

- 32.1 Subject to GCC Clause 4, if the Contractor fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the Province 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 delayed goods or unperformed services, using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Province may also consider termination of the contract in terms of the GCC.

### **33. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS**

- 33.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable 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 supplies 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.

### **34. GOVERNING LANGUAGE**

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.

### **35. TAXES AND DUTIES**

- 35.1 A foreign Contractor shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the Province's country.
- 35.2 A local Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Province.
- 35.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Province 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.

## **SECTION C**

### **TERMS OF REFERENCE: BID FOR SUPPLY AND DELIVERY OF LABORATORY CONSUMABLES, CHEMICALS AND REAGENTS FOR THE KWAZULU-NATAL'S VETERINARY, ANALYTICAL AND RESEARCH LABORATORIES FOR A PERIOD OF THREE (3) YEARS**

The KwaZulu-Natal (KZN) Department of Agriculture and Rural Development (DARD) wishes to enter into a contract with a panel of service providers, placed on a database, who will be contracted to supply laboratory consumables, chemicals and reagents for routine analytical and research laboratories.

#### **1. BACKGROUND**

1.1 The KwaZulu-Natal Department of Agriculture and Rural Development have the following routine analytical and research laboratories:

- 1.1.1 Allerton Provincial Veterinary Laboratory (PVL).
- 1.1.2 Vryheid Veterinary Laboratory (VL).
- 1.1.3 Analytical Services (soil fertility, plant nutrition, feed, salinity, biochemistry & plant health diagnostic centre) housed at Cedara.
- 1.1.4 Juncao Mushroom Laboratory Complex / Base at Cedara.
- 1.1.5 Juncao Mushroom Laboratory Complex / Base at KwaDindi.
- 1.1.6 Juncao Mushroom Laboratory Complex / Base at Dukuduku.
- 1.1.7 Juncao Mushroom Laboratory Complex/ Base at Ugu.
- 1.1.8 Colleges Laboratories (Cedara and OSCA at Empangeni).
- 1.1.9 Agricultural Research Development and Training Institutes research equipment and infrastructure (Horticulture, Agronomy, Grassland science, Animal science, Farming System Resources and the Colleges).

1.2 Allerton P.V.L., Vryheid V.L. and Analytical Services supply an agricultural analytical laboratory service for the Department's clients (farmers, researchers, consultants, extensionists and veterinarians) where charges are levied for the laboratory analyses carried out. During the last financial year over R3.7 million in revenue was collected for laboratory services rendered.

1.3 In terms of this contract service providers are requested to supply and deliver laboratory consumables, analytical chemicals and reagents to the above mentioned Veterinary, Analytical and Research complexes housed within the Department of Agriculture and Rural Development in KwaZulu Natal. This must be done in compliance to the Occupational Health and Safety Act of 1995.

#### **2. GOALS**

The overall goals of this TOR are:

- 2.1 To enable the procurement and delivery of specific laboratory consumables, chemicals and reagents for veterinary, analytical, mushroom, college and research complexes.
- 2.2 Cost effective and timely supply and delivery of laboratory consumables, chemicals and reagents for these complexes.

#### **3. OVERALL OBJECTIVE**

3.1 The Service Providers on the Database will be requested to be able supply and deliver laboratory consumables, gases, chemicals, and reagents for laboratories housed within the Department of Agriculture and Rural Development in KwaZulu-Natal and this must be done

whilst complying with SANAS prescripts and Occupational Health and Safety Act of 1985.

3.2 This will be for a period of (3) years and the actual cost of these items will be listed for the items that can be supplied, inclusive of VAT for the next 3 years.

3.3 The primary objective of this contract is to enter into a contract via a tender process to supply the items listed in the table below (annexure A) to enable:

3.3.1 The provision of a reliable, accurate diagnostic and research service.

3.3.2 To comply with National and International regulations, Standards and Acts.

#### **4. SCOPE OF CHEMICALS AND CONSUMMABLES TO BE SUPPLIED**

4.1 A comprehensive list must be filled out in ANNEXURE A, listing laboratory consumables and analytical reagent and chemicals.

4.2 Prices must be listed for 3 years inclusive of VAT.

#### **5. DELIVERABLES**

5.1 Supply laboratory consumables, chemicals and reagents to achieve optimal precision, performance and accurate results.

5.2 Ensure efficient in-bound shipments from principals and effective stock-holding of key products to support the Department of Agriculture and Rural Development's needs.

5.3 Efficient distribution of stock items within two weeks after receiving an official order.

5.4 All laboratory consumables, chemicals and reagents supplied meet the necessary requirements which are appropriate for their intended use.

5.5 All items must be accompanied with applicable certificates of compliance which may include, but not be limited to Certificate of analysis; Certificate of quality etc.

#### **6. GUARANTEE/ WARRANTY**

6.1 All items supplied shall meet the requirements of SANAS. Where this specification is not met, the items will be returned to the service provider at the service provider's cost with a full refund.

#### **7. SERVICES TO BE PROVIDED BY THE DEPARTMENT**

7.1 Any information needed for the project that is available at the Department of Agriculture and Rural Development will be provided.

#### **8. CONTRACT PERIOD**

8.1 Three (3) years from date of the signing of the contract by the signatories of the tender documents.

#### **9. SPECIAL CONDITION OF CONTRACT**

9.1 The Bidder should be in existence for at least three (3) years as on 31 June 2017 (Please submit proof of existence in a business for the minimum period of 3 years).

9.2 The Bidder must not have defaulted or been blacklisted with regard to bad performance or service delivery as on the date of bid opening.

9.3 Compliant with ISO 9001:2008: "Quality Management Systems – Requirements" accreditation; ensures adherence to international standards.



## 10. MANAGEMENT ARRANGEMENTS

10.1 After registration and the submission of the tender document by service providers has taken place, the Department may invite these service providers to a briefing and may provide additional specifications or special conditions for the service required.

10.2 The service provider(s) who are awarded the work, will be requested to liaise with:

- 10.2.1 The Scientific Managers: Analytical Services, Crop Production and Livestock Production within the Directorate Research and Technology Development.
- 10.2.2 The Control Veterinary Technologist at Allerton PVL and Vryheid VL.
- 10.2.3 The Principal of Cedara College.
- 10.2.4 The Principal of OSCA College at Empangeni.

## 11. REPORTING REQUIREMENTS

11.1 If the standard of service is deemed to be unacceptable, normal breach of contract conditions will apply as per the signed service level agreement.

11.2 Potential bidders will have to indicate on **Annexure A** which laboratory consumables, chemicals and reagents they are able to supply and deliver.

## 12. BID SPECIFICATIONS AND PRICING SCHEDULE

12.1 **NB:** The tender will be awarded per group of items and can also be awarded to more than one tenderer. The tenderer need not supply all items in a group.

12.2 All prices tendered and all deposits or payments made shall be in the currency of the Republic of South Africa.

12.3 **TENDERERS WHO ARE NOT THE DIRECT SUPPLIER OF THE PRODUCT / MATERIAL MUST ATTACH A WRITTEN AGREEMENT FROM THEIR SUPPLIER. THIS AGREEMENT MUST CONFIRM AGREEMENT BETWEEN THEM.**

12.4 Annexure A is not exhaustive and additional products may be added during the contract period.

12.5 A **compulsory** bid briefing session will be held on the 23<sup>rd</sup> January 2018 at 10H00 in Cedara; Soil Science Boardroom.

## 13. FALSE DECLARATION

13.1 All information requested in this document and provided by the bidder is accepted in good faith as being true and accurate.

13.2 Any false declaration or omission of relevant facts reported to the Department of Agriculture and Rural Development will result in the bidder being disqualified.

## 14. PURCHASE ORDERS

14.1 Services shall be rendered only upon receipt of a written official order from the Department of Agriculture and Rural Development.

14.2 Accounts shall be rendered as indicated on the official order or in the contract, as the case may be.



## **15. COMMUNICATION**

15.1 All correspondence with regard to this bid must be addressed or hand delivered to:

The Director: Supply Chain Management  
Private Bag X9059  
PIETERMARITZBURG  
3200

Mr. Mtshali 033 343 8111

15.2 Any technical queries the bidder wishes to raise must be directed to:

15.2.1 The Scientific Manager: Analytical Services  
Private Bag X9059  
PIETERMARITZBURG  
3200

Ms L.M. Thurtell  
033 355 9450

**OR**

15.2.2 Control Veterinary Technologist: Allerton PVL and Vryheid VL  
Private Bag X2  
CASCADES  
3202

Ms J.J. le Roux  
033 347 8300

## **16. FINAL SIGN OFF OF WORK**

16.1 Agricultural Research Development and Training Institutes as well as the Allerton Provincial Veterinary Laboratory is to oversee work done and final sign off and closure of the project.

## **17. CANCELLATION OF THE BID**

17.1 The Department reserves the right to cancel the bid. Such cancellation shall be published in the print media.

## ANNEXURE A

Laboratory consumables, chemicals, reagents and specialized services **(this list is not exhaustive)**

### GROUP A

<b>LIQUID HANDLING</b>					
<b>ITEM AND SPECIAL INSTRUCTIONS</b>	<b>SPECIFICATIONS</b>	<b>Pack size offered</b>	<b>TOTAL RATES YEAR 1</b>	<b>TOTAL RATES YEAR 2</b>	<b>TOTAL RATES YEAR 3</b>
Gilson Micro and Macro Pipettes including accessories	Various volumetric capacities	Per unit	R	R	R
Polypropylene Micropipette tips for GILSON micropipettes DNase & RNase free <b>Sterile</b>	Various volumetric capacities	Per bag/box	R	R	R
Polypropylene Micropipette tips for GILSON micropipettes DNase & RNase free <b>Not Sterile</b>	Various volumetric capacities	Per bag	R	R	R
FINN Micro and Macro Pipettes including accessories DNase & RNase free <b>Sterile</b>	Various volumetric capacities	Per unit	R	R	R
Polypropylene Micropipette tips for FINN micropipettes DNase & RNase free <b>Sterile</b>	Various volumetric capacities	Per bag/box	R	R	R
Polypropylene Micropipette tips for FINN micropipettes DNase & RNase free <b>Not Sterile</b>	Various volumetric capacities	Per bag/box	R	R	R
Filtered Polypropylene Micropipette tips for FINN micropipettes DNase & RNase free <b>Sterile</b>	Various volumetric capacities	Per Unit	R	R	R
Eppendorf Micro and Macro Pipettes including accessories	Various volumetric capacities	Per Unit	R	R	R

LIQUID HANDLING					
ITEM AND SPECIAL INSTRUCTIONS	SPECIFICATIONS	Pack size offered	TOTAL RATES YEAR 1	TOTAL RATES YEAR 2	TOTAL RATES YEAR 3
Polypropylene Micropipette tips compatible for all manufacturer of EPPENDORF <sup>TM</sup> ) DNase & RNase free <b>Sterile</b>	Various volumetric capacities	Per bag/box	R	R	R
Polypropylene Micropipette tips compatible for all the for EPPENDORF models currently used in the laboratory (viz. tips must be endorsed by the manufacturer of EPPENDORFTM) DNase & RNase free <b>Not Sterile</b>	Various volumetric capacities	Per bag/box	R	R	R
<b>SUB-TOTAL (14% VAT EXCLUDED)</b>			R	R	R
<b>14% VAT</b>			R	R	R
<b>TOTAL (14% VAT INCLUDED)</b>			R	R	R
<b>TOTAL (YEAR 1 + YEAR 2 + YEAR 3) VAT INCLUDED</b>			R		

## GROUP B

<b><u>HAMILTON MICROLAB STARLET INSTRUMENT</u></b>					
<b>ITEM AND SPECIAL INSTRUCTIONS</b>	<b>SPECIFICATIONS</b>	<b>Pack size offered</b>	<b>TOTAL RATES YEAR 1</b>	<b>TOTAL RATES YEAR 2</b>	<b>TOTAL RATES YEAR 3</b>
Filtered tips moulded for Hamilton Microlab Startlet instrument RNAse-, DNase- and pyrogen-free The tips must be moulded to give an internal groove compatible with the pipetting channels on a Hamilton Microlab Startlet instrument	300 µl		R	R	R
	1000 µl		R	R	R
Plastic reagent containers for Hamilton Microlab Startlet instrument RNAse-, DNase- and pyrogen-free Must be compatible for use with the Hamilton Microlab Starlet instrument	60 ml plastic reagent container		R	R	R
<b>SUB-TOTAL (14% VAT EXCLUDED)</b>			R	R	R
<b>14% VAT</b>			R	R	R
<b>TOTAL (14% VAT INCLUDED)</b>			R	R	R
<b>TOTAL (YEAR 1 + YEAR 2 + YEAR 3) VAT INCLUDED</b>			R		

## GROUP C

All reagents/ chemicals must have a certificate of analysis, where this cannot be provided will disqualify the tenderer

<b><u>CONSUMABLES FOR COLILERT</u></b>					
<b>ITEM AND SPECIAL INSTRUCTIONS</b>	<b>SPECIFICATIONS</b>	<b>Pack size offered</b>	<b>TOTAL RATES YEAR 1</b>	<b>TOTAL RATES YEAR 2</b>	<b>TOTAL RATES YEAR 3</b>
Colilert-18: Chemical substrate for simultaneous detection and enumeration of coliforms & <i>E.coli</i> in water. For use with Colilert system and Quanti-tray sealer currently in use in the laboratory	Ampoules with ONPG and MUG Substrate		R	R	R
Quanti-Trays: Allows MPN counts (Coliforms & <i>E. coli</i> ) of up to 200 per 100-mL sample	Disposable 51-well tray for use with Quanti-Tray® model 2X Sealer		R	R	R
Quanti-Trays: Allows MPN counts (Coliforms & <i>E. coli</i> ) of up to 2,419 per 100-mL sample	Disposable 97-well tray for use with Quanti-Tray® model 2X Sealer		R	R	R
Shrink-banded plastic vessels. For the processing of water samples for use with the Colilert system and Quanti-tray® model 2X Sealer currently in use in the laboratory	120ml shrink-banded plastic vessels with sodium thiosulphate		R	R	R
<b>SUB-TOTAL (14% VAT EXCLUDED)</b>			R	R	R
<b>14% VAT</b>			R	R	R
<b>TOTAL (14% VAT INCLUDED)</b>			R	R	R
<b>TOTAL (YEAR 1 + YEAR 2 + YEAR 3) VAT INCLUDED</b>			R		

### GROUP D

STERILE MICRO-CENTRIFUGE TUBES					
ITEM AND SPECIAL INSTRUCTIONS	SPECIFICATIONS	Pack size offered	TOTAL RATES YEAR 1	TOTAL RATES YEAR 2	TOTAL RATES YEAR 3
Micro-centrifuge tubes Sterile, DNase & RNase free Safe-lock lid mechanism (i.e. boil-proof)	1.5 ml micro-centrifuge tubes		R	R	R
	2.0 ml micro-centrifuge tubes		R	R	R
SUB-TOTAL (14% VAT EXCLUDED)			R	R	R
14% VAT			R	R	R
TOTAL (14% VAT INCLUDED)			R	R	R
TOTAL (YEAR 1 + YEAR 2 + YEAR 3) VAT INCLUDED			R		

## GROUP E

<b>MEDIA, REAGENTS AND REFERENCE MATERIALS</b>					
<b>ITEM AND SPECIAL INSTRUCTIONS</b>	<b>SPECIFICATIONS</b>	<b>Pack size offered</b>	<b>RATES YEAR 1</b>	<b>RATES YEAR 2</b>	<b>RATES YEAR 3</b>
Antimicrobial susceptibility test discs	<ul style="list-style-type: none"> <li>➤ Used for determination of susceptibility of bacteria to antimicrobial agents, applying in vitro diffusion method i.e. Kirby Bauer Method</li> <li>➤ Test discs for all animal species</li> <li>➤ Available in cartridges</li> </ul>		R	R	R
Certified NCTC (National Collection of Type Cultures) & ATCC (American Type Culture Collection)	<ul style="list-style-type: none"> <li>➤ Bacterial and fungal reference cultures</li> <li>➤ Must be traceable back to original ATCC &amp; NCTC stocks</li> <li>➤ Must be supplied with a Quality assurance certificate</li> </ul>		R	R	R
<u>Lyophilised pellets</u>	<i>Salmonella thyphimurium</i> ATCC 14028		R	R	R
	<i>Salmonella enteritidis</i> Grp D ATCC 13076		R	R	R
	<i>Streptococcus agalactiae</i> ATCC 27956		R	R	R
	<i>Streptococcus uberis</i> ATCC 700407		R	R	R
	<i>Staphylococcus aureus</i> ATCC 25923		R	R	R
	<i>Staphylococcus epidermidis</i> ATCC 12228		R	R	R
	<i>Staphylococcus hyicus</i> ATCC 11249		R	R	R
	<i>Proteus vulgaris</i> ATCC 8427		R	R	R
	<i>Proteus mirabilis</i> ATCC 12453		R	R	R
	<i>Escherichia coli</i> ATCC 25922		R	R	R
	<i>Enterococcus faecalis</i> ATCC 29212		R	R	R
	<i>Klebsiella pneumoniae</i> ATCC 700603		R	R	R
	<i>Shigella flexneri</i> ATCC 12022		R	R	R
	<i>Enterobacter cloacae</i> ATCC 13047		R	R	R
	<i>Haemophilus influenza</i> ATCC 49766		R	R	R

<b>MEDIA, REAGENTS AND REFERENCE MATERIALS</b>					
<b>ITEM AND SPECIAL INSTRUCTIONS</b>	<b>SPECIFICATIONS</b>	<b>Pack size offered</b>	<b>RATES YEAR 1</b>	<b>RATES YEAR 2</b>	<b>RATES YEAR 3</b>
<u>Lyophilised pellets</u>	<i>Streptococcus pneumonia</i> ATCC 6305		R	R	R
	<i>Streptococcus pyogenes</i> ATCC 19615		R	R	R
	<i>Pseudomonas aeruginosa</i> ATCC 27853		R	R	R
	<i>Candida albicans</i> ATCC 10231		R	R	R
	<i>Alcaligenes faecalis</i> ATCC 8750		R	R	R
	<i>Bacillus subtilis</i> ATCC 6633		R	R	R
	<i>Streptococcus agalactiae</i> ATCC 13813		R	R	R
	<i>Streptococcus dysgalactiae</i> ATCC 12388		R	R	R
	<i>Klebsiella pneumoniae</i> ATCC 10031		R	R	R
	<i>Pasteurella multocida</i> ATCC 12945		R	R	R
	<i>Listeria monocytogenes</i> ATCC 19112		R	R	R
	<i>Streptococcus pneumonia</i> ATCC 6305		R	R	R
	<i>Pseudomonas aeruginosa</i> ATCC 37044		R	R	R
Standard reference for mineral analysis on organs	Certified Reference Material, Beef Liver NCS ZC71001,	25g	R	R	R
Controls for mineral (Cu,Zn) analysis on serum	➤ Serum Control, Randox Bovine Assayed Level 2 ➤ Serum Control, Randox Bovine Assayed Level 3		R	R	R
Standard reference material for mineral analysis on feed	Certified reference Material ,Poultry Feed LGC 7173		R	R	R
<b>SUB-TOTAL (14% VAT EXCLUDED)</b>			R	R	R
<b>14% VAT</b>			R	R	R
<b>TOTAL (14% VAT INCLUDED)</b>			R	R	R
<b>TOTAL (YEAR 1 + YEAR 2 + YEAR 3) VAT INCLUDED</b>			R		



## GROUP F

ITEM AND SPECIAL INSTRUCTIONS	SPECIFICATIONS	Pack size offered	TOTAL RATES YEAR 1	TOTAL RATES YEAR 2	TOTAL RATES YEAR 3
<p><u>Prepared Culture Media</u>            High quality <u>prepared</u>; ready to use culture media.            ➤ Quality management System to be certified as compliant with ISO 9001:2008.            ➤ Must be supplied with a Certificate of analysis</p>	<b><u>90mm Agar plates/ universal bottles:</u></b>		R	R	R
	Baird Parker agar plates(20ml)		R	R	R
	BG Agar for <i>E. coli</i> plates (20ml) Columbia 5% sheep blood plates (20ml)		R	R	R
	Columbia 5% sheep blood / MacConkey agar (Oxoid CM0007) bi-plates		R	R	R
	Tryptone Soy agar (TSA) plates (20ml)		R	R	R
	XLD agar plates (20ml)		R	R	R
	Aesculine Bile agar plates (20ml)		R	R	R
	Brucella Selective medium plates (Farrell's Medium) (20ml)		R	R	R
	Chocolate NAD agar plates (20ml)		R	R	R
	CNA (plus 5% sheep blood) agar plates (20ml)		R	R	R
	DNA agar plates (20ml)		R	R	R
	Mueller Hinton agar + 5% sheep blood plates (20ml)		R	R	R
	Mueller Hinton agar plates (25ml)		R	R	R
	Chocolate Mueller Hinton agar plates (20ml)		R	R	R
	Skirrows medium agar plates		R	R	R
	Campylobacter agar plates (20ml)		R	R	R
	Purple Maltose agar plates (20ml)		R	R	R
	Plate Count Agar (22ml)		R	R	R
	Brilliance <i>E.coli</i> / Coliform medium plates (20ml)		R	R	R

	Yeast Extract agar (22ml in universal bottles)		R	R	R
	<b><u>Tube media:</u></b>	<b>Pack size offer ed</b>	<b>TOTAL RATES YEAR 1</b>	<b>TOTAL RATES YEAR 2</b>	<b>TOTAL RATES YEAR 3</b>
	Simmons Citrate agar (slope) (3ml)		R	R	R
	Urea agar (slope) (3ml)		R	R	R
	Brilliant Green Bile Broth (plus Durham tube) (7ml)		R	R	R
	Rappaport Vassiliadis Soy broth (10ml)		R	R	R
	Phosphate Buffered Saline (9ml)		R	R	R
	Buffered Peptone Water (ISO) (9ml)		R	R	R
	Buffered Peptone Water (ISO) (90ml)		R	R	R
	Buffered Peptone Water (ISO) (225ml)		R	R	R
	Nitrate Peptone Water (4ml)		R	R	R
	Tryptone Water (5ml)		R	R	R
	Trichomonas medium (7ml)		R	R	R
	Normal Saline (4ml)		R	R	R
	Glycerol (5ml)		R	R	R
	Motility Test Medium (5ml)		R	R	R
	Nutrient Gelatin (7ml)		R	R	R
	BHI broth (10ml)		R	R	R
	BHI broth + V factor (10ml)		R	R	R
	PW Sugar Arabinose (3ml)		R	R	R
	PW Sugar Galactose (3ml)		R	R	R

	PW Sugar Glucose (plus Durham tube) (7ml)		R	R	R
	PW Sugar Lactose (3ml)		R	R	R
	Maltose (3ml)		R	R	R
	PW Sugar Mannite (3ml)		R	R	R
	PW Sugar Raffinose (3ml)		R	R	R
	PW Sugar Salacin (3ml)		R	R	R
	PW Sugar Sorbitol (3ml)		R	R	R
	PW Sugar Sucrose (3ml)		R	R	R
	PW Sugar Trehalose (3ml)		R	R	R
<b><u>Granulated, dehydrated culture media</u></b> <b><u>High quality prepared</u></b> Quality management System to be certified as compliant with ISO 9001:2008. Must be supplied with a Certificate of analysis Granulated, purified	Potato Dextrose Agar		R	R	R
	Sabouraud Dextrose Agar		R	R	R
	Agar- Agar (free from inhibitors)		R	R	R
	Nutrient Agar		R	R	R
	Tryptic Soy Agar		R	R	R
	Yeast Extract Agar		R	R	R
	Baird Parker Agar		R	R	R
	Egg Yolk Tellurite		R	R	R
	Baird Parker Agar		R	R	R
	Egg Yolk Tellurite		R	R	R
	Brilliant Green Agar (Modified)		R	R	R
	Buffered Peptone Water		R	R	R
	Rappaport-Vassiliadis Soya (RVS) Broth		R	R	R
	Tryptone-Soya Agar		R	R	R
	X.L.D. Medium		R	R	R

<b><u>Litmus Milk Dehydrated media</u></b> Composition: Litmus Milk contains skim milk and sufficient litmus to produce good lavender colour. Acid (pink) and alkaline (blue) reactions should be readily distinguishable. Final pH 6.8 ± 0.2	Approximate formula per litre: <ul style="list-style-type: none"> <li>• Skim milk – 100g</li> <li>• Azolitmin – 0.5g</li> <li>• Sodium Sulfitr – 0.5g</li> </ul>		R	R	R
<b><u>Rapid E.coli dehydrated media</u></b> is a chromogenic medium used for the direct enumeration of <i>Escherichia coli</i> and total coliforms in food products and water. The principle of the medium relies on the simultaneous detection of two enzymatic activities namely, β-D-glucuronidase and β-D-galactosidase	Biorad RAPID' <i>E.coli</i> 2 medium		R	R	R
<u>Salmonella enteritidis (SE) antigen</u> Purified SE antigen for detection of antibody in animal sera	Must be suitable for testing small volumes of sera (20-30 microlitres)		R	R	R
<u>Certified Rose Bengal test (RBT) antigen</u>	Must be standardized against an OIE International Standard serum		R	R	R
<u>Certified Milk ring test (MRT) antigen</u>	Must be standardized against an OIE International Standard serum		R	R	R
<u>Certified Complement fixation test (CFT) antigen</u>	Must be standardized against an OIE International Standard serum To be supplied in 10ml volumes		R	R	R
<u>Certified Serum agglutination test (SAT) antigen</u>	Must be standardized against an OIE International Standard serum To be supplied in 20ml volumes		R	R	R
<u>Certified Brucella abortus standardized positive serum</u>	Must be standardized against an OIE International Standard serum Supplied as 1ml freeze dried aliquots		R	R	R
<u>Alere Guinea pig complement</u> Manufactured from the serum of healthy guinea pigs lyophilized.	Contains Potassium sulfate, boric acid and magnesium chloride as complement stabilizers		R	R	R
<i>Trypanosoma equiperdum</i> (Dourine) complement fixation antigen Must be prepared in rats	<i>Trypanosoma equiperdum</i> complement fixation antigen is very labile and should be stored at -70 to -80°C or in liquid nitrogen Must be standardized against an OIE international standard antiserum		R	R	R
<u>Dourine positive control serum (certified)</u>	Must be standardized against an OIE International Standard serum		R	R	R

	Supplied as 1ml freeze dried aliquots				
<u>Certified Alere Amboceptor</u> harvested in rabbits (Dourine & <i>B. abortus</i> Contain less than equals to 1g/L sodium azide as preservative International Standard serum)	Haemolytic anti-sheep erythrocyte serum. Quantity: 5ml.		R	R	R
<u>Certified CFT Buffer (Dourine &amp; <i>B. abortus</i>) HEPES</u>	Must be standardized against an OIE International Standard serum Supplied in powder form to be dissolved in 2 litres of distilled water, with a final pH of 7.3±0.1		R	R	R
<u>RBT plates</u>	215 x 260 mm 102 well plastic, disposable RBT test plate		R	R	R
<u>CFT and SAT microtitre plates</u>	96-well U-bottom microtitre plates Centrifugeable plates		R	R	R
<u>Purified Avian Influenza &amp; Newcastle Disease antigen cultivated in SPF eggs</u>	Must be specifically prepared for performing Haemagglutination Inhibition test in avian flocks. Must be a standardized reagent prepared according to Department of Agriculture, Forestry and Fisheries standards. ➤ Approval obtained from chairperson of the South African Veterinary Laboratory Scientific Forum (SAVLSF) to provide the antigen		R	R	R
<u>Specific pathogen free (SPF) chicken eggs</u>	Certified free of any bacterial, viral, other pathogens & antibodies Must be supplied with certification		R	R	R
<u>Rabbit plasma</u> Must be suitable for the in-vitro detection of Staphylocoagulase	Lypholized reagent supplied with suitable diluent		R	R	
<b>SUB-TOTAL (14% VAT EXCLUDED)</b>			R	R	
<b>14% VAT</b>			R	R	R
<b>TOTAL (14% VAT INCLUDED)</b>					
<b>TOTAL (YEAR 1 + YEAR 2 + YEAR 3) VAT INCLUDED</b>					

## GROUP G

ELISA TEST KITS FOR MICROPLATE READER					
ITEM AND SPECIAL INSTRUCTIONS	SPECIFICATIONS	Pack size offered	TOTAL RATES YEAR 1	TOTAL RATES YEAR 2	TOTAL RATES YEAR 3
<p><u>ELISA kits:</u> Must be provided with a quality assurance certificate</p> <p>Entire ELISA kit including 96-well microtitre plates, positive and negative controls, substrates, conjugates and stop solution must be provided in a kit</p> <p>Must also be able to facilitate proficiency testing at an international level</p> <p>Influenza A has been validated by the DAFF scientific group</p> <p>Test results MUST be read &amp; analysed by the Xchek software currently in use in the laboratory</p>	ELISA kits: <i>Mycoplasma gallisepticum</i>		R	R	R
	<i>Mycoplasma synoviae</i>		R	R	R
	Newcastle Disease		R	R	R
	Infectious Bronchitis		R	R	R
	Infectious Bursal Disease		R	R	R
	<i>Salmonella enteritidis</i>		R	R	R
	Avian Influenza		R	R	R
	Turkey Rhinotracheitis		R	R	R
	Chicken Anaemia Virus		R	R	R
	Avian Encephalomyelitis		R	R	R
	Avian Pneumo Virus		R	R	R
	REO virus		R	R	R
	Classical Swine Fever Virus Antibody with 5 X 96 well plate strips		R	R	R
	Enzootic Bovine Leucosis Antibody with 10 X 96 well plate strips		R	R	R
	Chlamydia Total Antibody with 2 X 96 well plate strips		R	R	R
	Bovine Viral Diarrhoea Virus Antibody with 5 X 96 well plate strips		R	R	R
	Bovine Viral Diarrhoea Virus Antigen with 2 X 96 well plate strips		R	R	R
	Infectious Bovine Rhinotracheitis with 5 X 96 well plate strips		R	R	R

	Neospora Canninum with 2 X 96 well plate strips		R	R	R
	Coxiella burnetii Q-Fever Antibody with 2 X 96 well plate strips		R	R	R
	Fasciola hepatica Antibody Verification (Liver Fluke) with 5 X 96 well plate strips		R	R	R
	Q-Fever		R	R	R
<b>SUB-TOTAL (14% VAT EXCLUDED)</b>			<b>R</b>	<b>R</b>	<b>R</b>
<b>14% VAT</b>			<b>R</b>	<b>R</b>	<b>R</b>
<b>TOTAL (14% VAT INCLUDED)</b>			<b>R</b>	<b>R</b>	<b>R</b>
<b>TOTAL (YEAR 1 + YEAR 2 + YEAR 3) VAT INCLUDED</b>			<b>R</b>		

## GROUP H

ELISA KITS FOR TOXICOLOGY					
<b>ELISA kits:</b> <b>(Toxicology)</b>  Entire ELISA kit including microtitre plates, positive and negative controls, substrates, conjugates and stop solution must be provided in a kit Competitive ELISA kits Test results MUST be read and analysed by Rida®Soft Win software in use in the laboratory Must be provided with a quality assurance certificate	Citranin,		R	R	R
	DON		R	R	R
	T-2 mycotoxin		R	R	R
<b>SUB-TOTAL (14% VAT EXCLUDED)</b>			R	R	R
<b>14% VAT</b>			R	R	R
<b>TOTAL (14% VAT INCLUDED)</b>			R	R	R
<b>TOTAL (YEAR 1 + YEAR 2 + YEAR 3) VAT INCLUDED</b>			R		



## GROUP I

<b><u>VICAM instrument</u></b>					
Immuno-affinity chromatography columns Must be immuno-affinity chromatography based technology Must be suitable for use with the VICAM series 4 fluorometer (which is currently in use in the laboratory) Must be AOAC approved	Columns for: Aflatoxin		R	R	R
	Fumonesin		R	R	R
	Zearalenone		R	R	R
	Ochratoxin		R	R	R
Specific Certificated Calibration standards for VICAM instrument fluorometer	Calibration standards for VICAM instrument		R	R	R
Certified Chemical Reagents for use with VICAM Immuno-affinity chromatography system Must be specific for VICAM fluorometer (which is currently in use in the laboratory)	➤ <u>Chemical reagents include:</u> Aflatest developer		R	R	R
	Zeara developer		R	R	R
	Ochra eluting solution		R	R	R
	Fumonisin Developer A and B		R	R	R
	0.1% Tween PBS		R	R	R
	Mycotoxin wash		R	R	R
	Phosphate buffer		R	R	R
Disposable culture tubes cuvettes	➤ For use in Vicam fluorometer	250	R	R	R
Glass syringe 10cc	➤ 10ml		R	R	R
<b>SUB-TOTAL (14% VAT EXCLUDED)</b>			R	R	R
<b>14% VAT</b>			R	R	R
<b>TOTAL (14% VAT INCLUDED)</b>			R	R	R
<b>TOTAL (YEAR 1 + YEAR 2 + YEAR 3) VAT INCLUDED</b>			R		



## GROUP J

WATER ANALYSIS KITS					
<p><u>Water analysis kits</u>            Must be compatible with the Spectroquant water analysis system which is currently used in the laboratory            Kits must be provided with certificates of analysis</p>		Per kit	TOTAL RATES YEAR 1	TOTAL RATES YEAR 2	TOTAL RATES YEAR 3
	Arsenic		R	R	R
	acid capacity		R	R	R
	Aluminium		R	R	R
	calcium		R	R	R
	chloride		R	R	R
	Chromate		R	R	R
	copper		R	R	R
	fluoride		R	R	R
	Iodine		R	R	R
	Iron		R	R	R
	Lead		R	R	R
	magnesium		R	R	R
	Manganese		R	R	R
	Nitrogen		R	R	R
	Nitrite		R	R	R
	potassium		R	R	R
	pH		R	R	R
	sodium		R	R	R

	Sulphate		R	R	R
	total hardness		R	R	R
	Zinc		R	R	R
Merck MilliQ Integral 10 Unit	Millipak Express 40 Filter		R	R	R
	Vent filter MPK01		R	R	R
	Quantam Tex filters		R	R	R
	Progard TS2 filters		R	R	R
	Chlorine tablets		R	R	R
<b>SUB-TOTAL (14% VAT EXCLUDED)</b>			<b>R</b>	<b>R</b>	<b>R</b>
<b>14% VAT</b>			<b>R</b>	<b>R</b>	<b>R</b>
<b>TOTAL (14% VAT INCLUDED)</b>			<b>R</b>	<b>R</b>	<b>R</b>
<b>TOTAL (YEAR 1 + YEAR 2 + YEAR 3) VAT INCLUDED</b>			<b>R</b>		

## GROUP K

COBAS C111 BLOOD CHEMISTRY ANALYSER		Pack size offered	TOTAL RATES YEAR 1	TOTAL RATES YEAR 2	TOTAL RATES YEAR 3
<u>Plastic Sample cups</u> Suitable for COBAS C111 blood chemistry analyser	1.5ml		R	R	R
<u>Plastic Micro cuvette segments</u> Suitable for COBAS C111 blood chemistry analyser	0.5ml		R	R	R
<u>Chemical reagents for operation and maintenance of the COBAS C111 blood chemistry analyzer</u> Chemicals must be compatible for use with the COBAS C111 instrument used in the laboratory Chemicals must be supplied with a certificate of analysis The lamp must be compatible for use with the COBAS C111 instrument used in the laboratory	<u>Chemical reagents:</u>		R	R	R
	ISE Deproteinizer solution 1.2% active chloride		R	R	R
	ISE calibrator indirect/urine and Etcher		R	R	R
	ISE electrodes (Potassium, Sodium, Chloride and reference electrode)		R	R	R
	ISE Calibrator kit		R	R	R
	Activator solution		R	R	R
	CFAS		R	R	R
	Precinorm U Lyophilised calibrator		R	R	R
	Precipath U control serum based on human serum		R	R	R
	ISE Reference solution		R	R	R
	Printer paper		R	R	R
	Cleaner		R	R	R
	Diluent (NaCl 9%)		R	R	R
	Probe set C111		R	R	R
	Phos2		R	R	R

	Calcium kit		R	R	R
	Glucose kit		R	R	R
	Iron kit		R	R	R
	Albumin kit and total protein kit		R	R	R
	Magnesium kit		R	R	R
	Sodium kit		R	R	R
	Potassium kit		R	R	R
	C 111 Halogen lamp 12V/ 20W		R	R	R
MP 4200 Agilent 4100 Microwave Plasma - Atomic Emission Spectrometer	Chemicals and reagents that are compatible with the MP42 for the testing of Selenium on blood, organs, feed, bone using the hydride method .		R	R	R
Peristaltic tubes (PVC) for the transport of the solvent and the sample	<ul style="list-style-type: none"> <li>➤ PVC, black/white, 12pk</li> <li>➤ Solva, orange /green flared</li> <li>➤ Solva, Blue /Blue</li> <li>➤ Peri pump tubes black/black</li> </ul>		R	R	R
<u>Chemical reagents for operation and maintenance of the MP 4200 AES</u> Chemicals and reagents must compatible for use with the MP42 00 AES instrument used in the laboratory Chemicals must be supplied with a certificate of analysis.	<ul style="list-style-type: none"> <li>➤ Torch</li> <li>➤ Spray chamber</li> <li>➤ Nebulizer</li> <li>➤ Multimode sample introduction system</li> </ul>		R	R	R
<b>SUB-TOTAL (14% VAT EXCLUDED)</b>			R	R	R
<b>14% VAT</b>			R	R	R
<b>TOTAL (14% VAT INCLUDED)</b>			R	R	R
<b>TOTAL (YEAR 1 + YEAR 2 + YEAR 3) VAT INCLUDED</b>			<b>R</b>		

## GROUP L

Latex agglutination test kit					
Latex agglutination test kit specific for the identification of <i>Staphylococcus aureus</i> bacterial isolates	Must comprise of latex particles sensitized with fibrinogen IgG specific for <i>Staphylococcus aureus</i> Must provide rapid results (<1 min) Must demonstrate a specificity of >99% Kit must include reaction cards and mixing rods Must be provided with a quality assurance/ certificate		R	R	R
ATTEST Spore test (results within 3 hours)	Compatible with ATTEST incubator system		R	R	R
<b>SUB-TOTAL (14% VAT EXCLUDED)</b>			R	R	R
<b>14% VAT</b>			R	R	R
<b>TOTAL (14% VAT INCLUDED)</b>			R	R	R
<b>TOTAL (YEAR 1 + YEAR 2 + YEAR 3) VAT INCLUDED</b>			R		





## GROUP M

<b><u>BENTLEY SOMATIC CELL COUNTER</u></b>					
Chemical reagents specifically for use with the Bentley Somatic Cell Counter Reagents must be approved for use with the Bentley Somatic Cell Counter Must be provided with a quality assurance certificate	Reagents: Bronopol preservative tablets: 250mg/ tablet of homidium bromide		R	R	R
	GloCount Ethidium Bromide tablets		R	R	R
	RBS-35		R	R	R
	Triton-X		R	R	R
	Buffer concentrate		R	R	R
	Cecalait Calibration Standards		R	R	R
<b>SUB-TOTAL (14% VAT EXCLUDED)</b>			R	R	R
<b>14% VAT</b>			R	R	R
<b>TOTAL (14% VAT INCLUDED)</b>			R	R	R
<b>TOTAL (YEAR 1 + YEAR 2 + YEAR 3) VAT INCLUDED</b>			<b>R</b>		

## GROUP N

PLASTIC CONSUMABLES		Pack size offered	TOTAL RATES YEAR 1	TOTAL RATES YEAR 2	TOTAL RATES YEAR 3
<u>Gossalin plastic vials</u> Sterile Autoclavable Must be provided with a quality assurance certificate	45ml volume with anti-stable hinged cap 85mm X 29mm	Box of 650 units	R	R	R
<u>Plastic sample tubes</u> Sterile Completely empty with no sediments, no contaminants, Must be provided with a quality assurance certificate	9.5cm length, Opening/mouth must be 1.5cm in diameter 11-12ml volume with rubber bungs that have an intact seal; not plastic lids	Box of 100 with fitted polystyrene lids	R	R	R
<u>Millipore Stericup filter units</u> For vacuum filtration of aqueous solutions Sterile Screw cap for sterile storage of filtrate	Durapore PVDF membrane, polystyrene housing, sterile, 250ml capacity	Pack of 12 / case	R	R	R
Racked micro Dilution tubes	Clear tubes : 1.2ml capacity(96 tubes per rack)	Box of 10 racks	R	R	R
<u>Petri Dishes</u> Optically clear Stacking feature for easy storage sterile γ-irradiated Must be provided with a quality assurance certificate	65mm diameter	Box of 500 units	R	R	R
	90mm diameter	Box of 500 units	R	R	R
	90mm divided plates	Box of 500 units	R	R	R
<b>SUB-TOTAL (14% VAT EXCLUDED)</b>			R	R	R
<b>14% VAT</b>			R	R	R
<b>TOTAL (14% VAT INCLUDED)</b>			R	R	R
<b>TOTAL (YEAR 1 + YEAR 2 + YEAR 3) VAT INCLUDED</b>			R		

## GROUP O

<b>PCR</b>					
PCR-grade water PCR/molecular grade water Sterile, DNase and RNase free Must be supplied with a certificate of analysis			R	R	R
Ethidium bromide DNase and RNase free Must be supplied with a certificate of analysis	10 mg/ml solution		R	R	R
Tris-borate-EDTA buffer Must be supplied with a certificate of analysis	Supplied at a 10X concentration pH 8.2 to 8.4		R	R	R
PCR nucleotide mix	Must contain a premixed solution of sodium salts of the four nucleotides viz. dATP, dCTP, dGTP and dTTP each at a concentration of 10 M in water at pH 7.5.		R	R	R
Egg flotation fluid for faecal analysis	Sodium nitrate solution with specific gravity of 1.22		R	R	R
Rapid diagnostic immune-chromatographic kit The test must simultaneously test for all 4 targets pathogens Test must be rapid (results available in less than 1 hour)	For detection of Rotavirus, Coronavirus, <i>Cryptosporidium</i> and <i>Escherichia coli</i> K99 antigen in bovine faecal specimens		R	R	R
Penicillin-Streptomycin-Amphotericin B Solution Must be tissue culture tested Must be supplied with a certificate of analysis	Must contain 20,000 units/ml penicillin, 20,000 ug/ml streptomycin and 250ug/ml amphotericin B		R	R	R
CowSide II Test Must be suitable for use with the CHARM CowSide Incubator system in place in the laboratory Total test time must not exceed 3 ½ hours	Must be specific for the testing of milk samples Must be able to detect beta-lactam antibiotic residues in milk		R	R	R
Ready-to-Use Petrifilm culture system for detection and enumeration of Total aerobic bacteria in samples Product must have AOAC approval Must meet ISO11133 specifications Testing system must permit results to be obtained within 48 hours.	Must be approved for the testing of milk samples		R	R	R

<p><u>Ready-to-Use Petrifilm culture system for detection and enumeration of Coliforms and <i>E. coli</i></u>  Product must have AOAC approval  Must meet ISO11133 specifications  Testing system must permit results to be obtained within 48 hours.  Visual interpretation of results must be possible without the need for further confirmatory tests</p>	Must be approved for the testing of milk samples		R	R	R
<p><u>DNA extraction test kit</u>  Must make use of proteinase K to rupture cells  Must make use of silica-gel-based membrane spin column technology  Must not be phenol-based</p>	For the <u>extraction</u> and <u>purification</u> of whole genomic DNA from animal tissues, cells and body fluids.		R	R	R
<p><u>DNA extraction test kit for Automated DNA Extractor</u>  Must make use of proteinase K to rupture cells  Must make use of beads based method  Must contain a square well block with 96-wells (2.1 ml square-wells) and elution plate with 96 wells (0.3ml microtiterplate with 300µL flat bottom)  Must be compatible to be used on a Hamilton Microlab Startlet instrument</p>	For the <u>extraction</u> and <u>purification</u> of whole genomic DNA from animal tissues, cells and body fluids.		R	R	R
<p><u>PCR primers (oligonucleotide primers)</u>  Primers must be purified  Primers must be supplied with a specification sheet</p>	Synthesis of oligonucleotide primers according to specific nucleotide sequences		R	R	R
<p><u>Taq polymerase</u></p>	Must be supplied at a concentration of 5 units per microlitre. The enzyme must be supplied with a suitable buffer. Magnesium chloride must be supplied separately and not part of the buffer solution The enzyme buffer must contain two dyes that enable direct loading following amplification and enables the migration of bands to be monitored during electrophoresis		R	R	R
<p><u>Hot Start Taq polymerase</u>  The enzyme must not show activity &lt;70°C (preferably through the use of a proprietary antibody specific for the enzyme)</p>	Must be supplied at a concentration of 5 units per microlitre The enzyme must be supplied with a suitable buffer Magnesium chloride must be supplied		R	R	R

	separately and not part of the buffer solution The enzyme buffer must contain two dyes that enable direct loading following amplification and enables the migration of bands to be monitored during electrophoresis				
<u>Real Time PCR Reagents</u> Universal PCR Master Mix Probe	DNA/RNase/PCR inhibitors free		R	R	R
<u>Internal Positive Control DNA</u>	Must be supplied with nucleic acid dilution solution – For 500 reactions DNA/RNase/PCR inhibitors free For use with the Step One Plus Real time PCR System.		R	R	R
MicroAmp Optical 96 well reaction plate without barcode, MicroAmp 8-tube strip, MicroAmp 8-cap strip	Must be compatible for the use with the Step One Plus Real Time PCR System Must be PCR Compatible DNA/RNase/PCR inhibitors free		R	R	R
<u>Anti-lyssavirus Fluorescein Isothiocyanate (FITC) polyclonal conjugate</u> Produced from hyperimmune goat serum that is prepared by the inoculation of a goat with purified rabies ribonucleoproteins Must be supplied with a certificate of analysis	For use in Rabies fluorescent antibody test		R	R	R
<b>SUB-TOTAL (14% VAT EXCLUDED)</b>			R	R	R
<b>14% VAT</b>			R	R	R
<b>TOTAL (14% VAT INCLUDED)</b>			R	R	R
<b>TOTAL (YEAR 1 + YEAR 2 + YEAR 3) VAT INCLUDED</b>			R		

## GROUP P

<u>LABORATORY DETERGENTS</u>					
<u>Liquid soap detergent</u> Leaves no residues, have validation support to prove the absence of surfactants after the cleaning process, contain no chloride or other toxic ingredients, and avoid all scents and dyestuffs, free of silicones and oxidants, have no inhibitory effect on enzyme tests, or on acid phosphatase. Must permanently remove film and grease, permitting complete drainage of glassware, Biodegradable, phosphate free and non-ionic.	Must be suitable for cleaning laboratory glassware and other items.	25L	R	R	R
Extran (liquid, alkaline, phosphate free concentrate	Suitable for cleaning Biochemistry glassware which is used for mineral analysis.	10L			
<u>Veterinary cleansing and disinfecting products to ensure hygienic conditions are maintained in the laboratory</u> > Must be non-corrosive, non-toxic, non-irritant and aldehyde free. > Must have no adverse effects on people, animals, surfaces or equipment. > Must have a EU 'zero' hazard rating > Must be proven effective at safe concentrations against all types of bacteria, viruses, fungi and spores including MRSA, avian influenza and parvovirus > Must be DEFRA approved > Documented evidence and test data available to support all claims.	Must be cost-effective by having dilution rates of 1:250 to 1:500		R	R	R

## GROUP Q

Printing and Packaging for technical procedures					
<u>UN compliant packaging material</u> for transportation of veterinary pathology samples	<ul style="list-style-type: none"> <li>➤ UN Packaging material or</li> <li>➤ Packaging material must be validated by SANS to comply with UN specifications and IATA specifications for the transport of hazardous goods</li> <li>➤ Thermo transport boxes must be temperature validated</li> </ul>		R	R	R
<u>Printing cartridges</u> and labels for LabExpert printer	Cartridges with labels for use with the Brady LabXpert printing		R	R	R
	(Various size labels and variable chemical-resistant, temperature-resistant properties)		R	R	R
<u>Thermal paper roll Vicam</u>	For use in Vicam fluorometer to print results		R	R	R
<b>SUB-TOTAL (14% VAT EXCLUDED)</b>			R	R	R
<b>14% VAT</b>			R	R	R
<b>TOTAL (14% VAT INCLUDED)</b>			R	R	R
<b>TOTAL (YEAR 1 + YEAR 2 + YEAR 3) VAT INCLUDED</b>			R		

## LABORATORY CHEMICALS

## GROUP R

### Acids and Bases

(Certificate of Analysis mandatory) Laboratory chemicals must be stored, transported and supplied according to the OHS Act 85 of 1993.

Acids and Bases						
ITEM AND SPECIAL INSTRUCTIONS	SPECIFICATIONS	Pack size offered	TOTAL RATES YEAR 1	TOTAL RATES YEAR 2	TOTAL RATES YEAR 3	
0.1N NaOH Titrisol	AR	Ampoule	R	R	R	
1N Hydrochloric Acid	titrisol	AMPOULE	R	R	R	
1N Sodium Hydroxide	titrisol	AMPOULE	R	R	R	
Acetic Acid	AR	2.5L	R	R	R	
Ascorbic Acid	AR	500g	R	R	R	
Hydrochloric Acid	32 %	2.5L	R	R	R	
N-1 dihydrochloride	AR	5g	R	R	R	
Nitric Acid	65% and 70%	2.5L	R	R	R	
Orthophosphoric Acid	AR	1 L	R	R	R	
Perchloric acid 72%	AR	2.5L	R	R	R	
Picric Acid	AR	500g	R	R	R	
Sodium Hydroxide Pellets	AR	500g	R	R	R	
Sulphuric Acid	AR	2.5L	R	R	R	
Sulphuric Acid 96-98%	AR	2.5L	R	R	R	
Titriplex	AR	50g	R	R	R	



Acids and Bases					
ITEM AND SPECIAL INSTRUCTIONS	SPECIFICATIONS	Pack size offered	TOTAL RATES YEAR 1	TOTAL RATES YEAR 2	TOTAL RATES YEAR 3
Trichloroacetic Acid	AR	500g	R	R	R
Sodium Borohydride	AR		R	R	R
Sodium chloride	AR		R	R	R
Trichloroacetic acid TCA	AR		R	R	R
Zinc Sulphate	AR		R	R	R
SUB-TOTAL (14% VAT EXCLUDED)			R	R	R
14% VAT			R	R	R
TOTAL (14% VAT INCLUDED)			R	R	R
TOTAL (YEAR 1 + YEAR 2 + YEAR 3) VAT INCLUDED			R		

## **GROUP S**

**Buffers** (Certificate of Analysis mandatory) Laboratory chemicals must be stored, transported and supplied according to the OHS Act 85 of 1993.

<b><u>Buffers</u></b>					
<b>ITEM AND SPECIAL INSTRUCTIONS</b>	<b>SPECIFICATIONS</b>	<b>Pack size offered</b>	<b>TOTAL RATES YEAR 1</b>	<b>TOTAL RATES YEAR 2</b>	<b>TOTAL RATES YEAR 3</b>
<b>Buffers</b>					
pH buffers 4		500ml	R	R	R
pH buffers 7		500ml	R	R	R
pH buffers 10		500ml	R	R	R
<b>SUB-TOTAL (14% VAT EXCLUDED)</b>			<b>R</b>	<b>R</b>	<b>R</b>
<b>14% VAT</b>			<b>R</b>	<b>R</b>	<b>R</b>
<b>TOTAL (14% VAT INCLUDED)</b>			<b>R</b>	<b>R</b>	<b>R</b>
<b>TOTAL (YEAR 1 + YEAR 2 + YEAR 3) VAT INCLUDED</b>			<b>R</b>		

## GROUP T

**Inorganic Standards all 1000ppm** Group (Certificate of Analysis mandatory) Laboratory chemicals must be stored, transported and supplied according to the OHS Act 85 of 1993.

<b><u>Inorganic Standards all 1000ppm</u></b>					
<b>ITEM AND SPECIAL INSTRUCTIONS</b>	<b>SPECIFICATIONS</b>	<b>Pack size offered</b>	<b>TOTAL RATES YEAR 1</b>	<b>TOTAL RATES YEAR 2</b>	<b>TOTAL RATES YEAR 3</b>
Aluminium	produced and certified in accordance with ISO Guide 34:2009 and ISO/IEC 17025:2005, traceable to NIST Standard Reference Material,	500ml	R	R	R
Boron	produced and certified in accordance with ISO Guide 34:2009 and ISO/IEC 17025:2005, traceable to NIST Standard Reference Material,	100ml	R	R	R
Calcium	produced and certified in accordance with ISO Guide 34:2009 and ISO/IEC 17025:2005, traceable to NIST Standard Reference Material,	500ml	R	R	R
Copper	produced and certified in accordance with ISO Guide 34:2009 and ISO/IEC 17025:2005, traceable to NIST Standard Reference Material,	500ml	R	R	R
ICP 1000 ppm standards	produced and certified in accordance with ISO Guide 34:2009 and ISO/IEC 17025:2005, traceable to NIST Standard Reference Material,	500ml	R	R	R
ICP/ AA Spectr wavelength calibration	produced and certified in accordance with ISO Guide 34:2009 and ISO/IEC 17025:2005, traceable to NIST Standard Reference Material,	500 ml	R	R	R
Iron	produced and certified in accordance with ISO Guide 34:2009 and ISO/IEC 17025:2005, traceable to NIST Standard Reference Material,	500ml	R	R	R
Magnesium	produced and certified in accordance with ISO Guide 34:2009 and ISO/IEC 17025:2005, traceable to NIST Standard Reference Material,	500ml	R	R	R
Manganese	produced and certified in accordance with ISO Guide 34:2009 and ISO/IEC 17025:2005, traceable to NIST Standard Reference Material,	500ml	R	R	R
Phosphorous	produced and certified in accordance with ISO Guide 34:2009 and ISO/IEC 17025:2005, traceable to NIST Standard Reference Material.	500ml	R	R	R
Potassium	produced and certified in accordance with ISO Guide 34:2009 and ISO/IEC 17025:2005,	500ml	R	R	R

	traceable to NIST Standard Reference Material,				
Sodium	produced and certified in accordance with ISO Guide 34:2009 and ISO/IEC 17025:2005, traceable to NIST Standard Reference Material,	500ml	R	R	R
Zinc	produced and certified in accordance with ISO Guide 34:2009 and ISO/IEC 17025:2005, traceable to NIST Standard Reference Material,	500ml	R	R	R
Selenium	produced and certified in accordance with ISO Guide 34:2009 and ISO/IEC 17025:2005, traceable to NIST Standard Reference Material	500ml	R	R	R
Arsenic	produced and certified in accordance with ISO Guide 34:2009 and ISO/IEC 17025:2005, traceable to NIST Standard Reference Material	500ml	R	R	R
Lead	produced and certified in accordance with ISO Guide 34:2009 and ISO/IEC 17025:2005, traceable to NIST Standard Reference Material	500ml	R	R	R
<b>SUB-TOTAL (14% VAT EXCLUDED)</b>			<b>R</b>	<b>R</b>	
<b>14% VAT</b>			<b>R</b>	<b>R</b>	
<b>TOTAL (14% VAT INCLUDED)</b>			<b>R</b>	<b>R</b>	
<b>TOTAL (YEAR 1 + YEAR 2 + YEAR 3) VAT INCLUDED</b>			<b>R</b>		

## GROUP U

### Organic Chemicals

(Certificate of Analysis mandatory) Laboratory chemicals must be stored, transported and supplied according to the OHS Act 85 of 1993.

<u>Organic Chemicals</u>					
ITEM AND SPECIAL INSTRUCTIONS	SPECIFICATIONS	Pack size offered	TOTAL RATES YEAR 1	TOTAL RATES YEAR 2	TOTAL RATES YEAR 3
2 ethoxy ethanol	AR	2.5L	R	R	R
Acetone	AR	2.5L	R	R	R
Chloroform	AR	2.5L	R	R	R
Ethanol	AR	50L	R	R	R
Ethanol	AR	2.5L	R	R	R
Ether 60-80 %	AR	500g	R	R	R
Phenol	AR	500g	R	R	R
Methanol	HPLC GRADE	2.5L	R	R	R
Vanillin	AR	100g	R	R	R
Strychnine	AR	50g	R	R	R
<b>SUB-TOTAL (14% VAT EXCLUDED</b>			<b>R</b>	<b>R</b>	<b>R</b>
<b>14% VAT</b>			<b>R</b>	<b>R</b>	<b>R</b>
<b>TOTAL (14% VAT INCLUDED)</b>			<b>R</b>	<b>R</b>	<b>R</b>
<b>TOTAL (YEAR 1 + YEAR 2 + YEAR 3) VAT INCLUDED</b>			<b>R</b>		

## GROUP V

### Solutions

(Certificate of Analysis mandatory) Laboratory chemicals must be stored, transported and supplied according to the OHS Act 85 of 1993.

### Solutions

ITEM AND SPECIAL INSTRUCTIONS	SPECIFICATIONS	Pack size offered	TOTAL RATES YEAR 1	TOTAL RATES YEAR 2	TOTAL RATES YEAR 3
AMG 300 L (Enzyme)	AR	20L	R	R	R
Ammonium Acetate	CP	500g	R	R	R
Ammonium bicarbonate $\text{NH}_4\text{HCO}_3$	AR	500g	R	R	R
Ammonium Chloride	AR	500g	R	R	R
Ammonium Fluoride $\text{NH}_4\text{F}$	AR	500g	R	R	R
Ammonium Molybdate $\text{NH}_4\text{Mo}$	AR	500g	R	R	R
Ammonium molybdate 4 hydrate	AR	500g	R	R	R
Ammonium solution	25%	2.5L	R	R	R
Ammonium sulphate	AR	500g	R	R	R
Antimony Potassium Tartrate	AR	500g	R	R	R
Brij 35	AR	100ml	R	R	R
<b>SUB-TOTAL (14% VAT EXCLUDED)</b>			<b>R</b>	<b>R</b>	<b>R</b>
<b>14% VAT</b>			<b>R</b>	<b>R</b>	<b>R</b>
<b>TOTAL (14% VAT INCLUDED)</b>			<b>R</b>	<b>R</b>	<b>R</b>
<b>TOTAL (YEAR 1 + YEAR 2 + YEAR 3) VAT INCLUDED</b>			<b>R</b>		

## **GROUP W**

### **Inorganic Chemicals**

(Certificate of Analysis mandatory) Laboratory chemicals must be stored, transported and supplied according to the OHS Act 85 of 1993.

<b><u>Inorganic Chemicals</u></b>					
<b>ITEM AND SPECIAL INSTRUCTIONS</b>	<b>SPECIFICATIONS</b>	<b>Pack size offered</b>	<b>TOTAL RATES YEAR 1</b>	<b>TOTAL RATES YEAR 2</b>	<b>TOTAL RATES YEAR 3</b>
Calcium Hydroxide	AR	500g	R	R	R
Calcium Oxide	AR	500ml	R	R	R
Ceric (IV) ammonium nitrate	AR	500g	R	R	R
Cetyl Trimethyl Ammonium Bromide (CTAB)	AR	500g	R	R	R
Copper II sulphate 5 hydrate	AR	500g	R	R	R
Di sodium hydrogen orthophosphate	AR	500g	R	R	R
Di sodium hydrogen orthophosphate	AR	500g	R	R	R
Di Sodium tetra borate 10 hydrate	AR	500g	R	R	R
EDTA	AR	500g	R	R	R
Gelatin	AR	500g	R	R	R
Glucose	AR	500g	R	R	R
Lead acetate	AR	500g	R	R	R
Oxalyldihydrazide	AR	50g	R	R	R
Phenolphthalein	AR	500ml	R	R	R
Potassium Chloride KCl	AR	500g	R	R	R
Potassium hydrogen phosphate	AR	500g	R	R	R

Potassium iodide	AR	500g	R	R	R
Potassium nitrate	AR	500g	R	R	R
Potassium sodium tartrate	AR	500g	R	R	R
Potassium Sodium tartrate 4 hydrate	AR	500g	R	R	R
Petroleum ether	AR	2.5L	R	R	R
Silver Nitrate	AR	500g	R	R	R
Sodium Acetate	AR	500g	R	R	R
Sodium Arsenate 7 hydrate	AR	500g	R	R	R
Sodium Carbonate anhydrous	AR	500g	R	R	R
Sodium Hydrogen Carbonate	AR	500g	R	R	R
Sodium Hydrogen Carbonate	AR	500g	R	R	R
Sodium Hypochlorite /Bleach	5%	500ml	R	R	R
Sodium Lauryl sulphate	AR	500g	R	R	R
Sodium sulphite	AR	500g	R	R	R
Sodium nitroprusside	AR	500g	R	R	R
Sodium Nitroprusside	AR	500g	R	R	R
Sodium Phosphate	CP	500g	R	R	R
Sodium Salicylate	AR	500g	R	R	R
Sodium Chloride	AR	500g	R	R	R
Sodium sulphate anhydrous	AR	500g	R	R	R
Strontium Chloride $\text{SrCl}_2$	AR	500g	R	R	R



Sulphanilamide	AR	500g	R	R	R
Superfloc	AR	50g	R	R	R
Termamyl (enzyme) One unit will liberate 1.0 mg of maltose from starch in 3 min at pH 6.9 at 20 °	AR	20L	R	R	R
Tri sodium citrate	AR	500g	R	R	R
Zinc	AR	500g	R	R	R
Zinc lactate	AR	100g	R	R	R
<b>SUB-TOTAL (14% VAT EXCLUDED</b>					<b>R</b>
<b>TOTAL (14% VAT INCLUDED)</b>					
<b>TOTAL (YEAR 1 + YEAR 2 + YEAR 3) VAT INCLUDED</b>			<b>R</b>		

## GROUP X

### Filter Paper - Ashless

Filter Paper					
ITEM AND SPECIAL INSTRUCTIONS	SPECIFICATIONS	Pack size offered	TOTAL RATES YEAR 1	TOTAL RATES YEAR 2	TOTAL RATES YEAR 3
Filter Paper No 1	90 mm circles		R	R	R
Filter paper No. 541	125 mm circles		R	R	R
Filter paper	No 1, 9.0cm		R	R	R
Filter paper	No1. 27.0cm		R	R	R
Filter Paper	5B and MN 615 , (90 mm)		R	R	R
Filter paper microfiber	Mg550-HA	100	R	R	R
Syringe filter nylon	0.45um 25mm	50	R	R	R
<b>SUB-TOTAL (14% VAT EXCLUDED)</b>			<b>R</b>	<b>R</b>	<b>R</b>
<b>14% VAT</b>			<b>R</b>	<b>R</b>	<b>R</b>
<b>TOTAL (14% VAT INCLUDED)</b>			<b>R</b>	<b>R</b>	<b>R</b>
<b>TOTAL (YEAR 1 + YEAR 2 + YEAR 3) VAT INCLUDED</b>			<b>R</b>		

### GROUP Y

LECO FP528 Protein & Nitrogen analyser		Pack size offered	TOTAL RATES YEAR 1	TOTAL RATES YEAR 2	TOTAL RATES YEAR 3
Chemical reagents for operation and maintenance of the LECO FP528 Protein & Nitrogen analyser Chemicals must compatible for use with the LECO FP528 Protein & Nitrogen analyser used in the laboratory Chemicals must be supplied with a certificate of analysis	Strip quart wool 15 IN 10/PK		R	R	R
	Tube Combustion Furnace U QTZ		R	R	R
	O- Ring 017 .687X .811X.062V		R	R	R
	O- Ring 113 .562X .748X.093V		R	R	R
	O- Ring 118. 875X 1.061X.093N		R	R	R
	O -Ring 116. 750X. 936X. 093N		R	R	R
	O – Ring 010. 250X .374X.062V		R	R	R
	O- Ring 006. 125X. 249X.062V		R	R	R
	O – Ring 108. 250X. 436X. 093V		R	R	R
	O – Ring 208. 625X. 875X. 125V		R	R	R
	Copper sticks deoxidized 100G Ampoule		R	R	R
	O – Ring 256 5.750X 6.000X.125B		R	R	R
	Gasket neoprene 6.31X5.938.12		R	R	R
	Tubing CFLEX .125 IDX .062 W		R	R	R
	O – Ring 031 1.750X 1.874X.062V		R	R	R

	Filter tube 0.1 MICRON		R	R	R
	O- Ring 147 2.687X 2.873X.093V		R	R	R
	O – Ring 221 1.437X 1.687X.125S		R	R	R
	O- Ring 120 1.000X 1.186X.093S		R	R	R
	Tube Lance U 4.75 Quartz		R	R	R
	Lecosorb	500g	R	R	R
	N Catalyst	50g	R	R	R
	Furnace reagent		R	R	R
	Copper turnings	60g	R	R	R
	Glass wool	454g	R	R	R
	Steel wool	454g	R	R	R
	Anhydrone	454g	R	R	R
	Corn gluten natural matrix standard	50g	R	R	R
<b>SUB-TOTAL (14% VAT EXCLUDED)</b>			<b>R</b>	<b>R</b>	<b>R</b>
<b>14% VAT</b>			<b>R</b>	<b>R</b>	<b>R</b>
<b>TOTAL (14% VAT INCLUDED)</b>			<b>R</b>	<b>R</b>	<b>R</b>
<b>TOTAL (YEAR 1 + YEAR 2 + YEAR 3) VAT INCLUDED</b>			<b>R</b>		

### **GROUP Z**

<b>Mushroom Spawn Plastic Sleeves</b>		<b>Pack size offered</b>	<b>TOTAL RATES YEAR 1</b>	<b>TOTAL RATES YEAR 2</b>	<b>TOTAL RATES YEAR 3</b>
Clear heat resistant, 60-micron plastic sleeves. Sleeves to be guaranteed to be resistant to tearing, puncturing and stretching while handling and bagging. Sample available if required.	Sleeves to be from special extrude HDPE based film and resistant to 105 degrees Centigrade for (min 24 hours.	105mm wide + 65 sg X 400mm.	R	R	R
Sugar Cane Bagasse	Per ton delivered in a covered high sided truck	Per ton			
<b>SUB-TOTAL (14% VAT EXCLUDED</b>			<b>R</b>	<b>R</b>	<b>R</b>
<b>14% VAT</b>			<b>R</b>	<b>R</b>	<b>R</b>
<b>TOTAL (14% VAT INCLUDED)</b>			<b>R</b>	<b>R</b>	<b>R</b>
<b>TOTAL (YEAR 1 + YEAR 2 + YEAR 3) VAT INCLUDED</b>			<b>R</b>		

Signed on behalf of applicant:	Date:

## **ANNEXURE B**

### **1. Previous Experience Delivered**

*1.1 Please list previous experience. Documents and/or an extended list may be attached for further details.*

<b>Client Name</b>	<b>Nature of worked provided</b>	<b>Contact (Work / Cell Number)</b>

Signed on behalf of bidder:	Date:

## **ANNEXURE C**

### **1. QUALIFYING AND DISQUALIFYING FACTORS**

- 1.1 The bid form must be properly received on the bid closing date and time specified on the invitation, fully completed, dated and signed in ink.
- 1.2 All applicants must be registered on the Central Supplier Database.
- 1.3 Certified Company Registration Documents (to be attached).
- 1.4 Certified ID copies of directors, members or owners (to be attached).
- 1.5 Company profile (indicating also BEE status of the entity) (to be attached).
- 1.6 Valid Tax clearance certificate (original copy).
- 1.7 Proof of the nature of business - i.e. agent, distributor or manufacturer.
- 1.8 The proposal must outline the suggested approach for executing the project.

***Please Note: The Department reserves the right to verify any documents submitted and to accept or decline any bid by the bidders. This document does not constitute an agreement between the Department and Service Provider that has applied; the Department may decide to use or not to use companies that have responded.***

### **2. SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS**

*The following clauses in SBD 3, SECTION C – “Special Instructions and Notices to Bidders”, regarding the completion of bidding forms, will also be utilised to qualify/disqualify bidders:*

- 2.1 Under no circumstances whatsoever may bid forms be retyped or redrafted.
- 2.2 Bids submitted must be complete in all respects.
- 2.3 Any alteration/s made by the bidder must be initialled.
- 2.4 Use of correction fluid is prohibited.

### **3. SBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS:**

- 3.1 The original Tax Clearance Certificate must be submitted together with the bid.
- 3.2 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.
- 3.3 In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate, original Tax Clearance Certificate.

#### 4. FUNCTIONALITY

4.1 Bidders are required to achieve at least 75% overall on functionality in order to be considered further.

4.2 Note that the bidder will be awarded the full score for each item satisfactorily motivated for. However, if the evaluator is not satisfied with the motivation or if the bidder fails to provide sufficient information for a meaningful evaluation, a zero score will be awarded for that item.

4.3 The bid documents will be evaluated individually on score sheets, by a representative evaluation panel, according to the evaluation criteria indicated below.

CRITERIA	GENERAL GUIDELINES FOR EVALUATION CRITERIA APPLICATION
<b>ABILITY</b> <ul style="list-style-type: none"><li>Capacity</li></ul>	<ul style="list-style-type: none"><li>Bidders to provide proof of current capacity and ability to render services in accordance to the specifications and to the standard as directed in the specification.</li></ul>
<b>CAPABILITY</b> <ul style="list-style-type: none"><li>Competency</li></ul>	<ul style="list-style-type: none"><li>Demonstration of capacity and competency to supply the required items.</li></ul>



## 5. SCORING

5.1 Submissions will be scored using the scoring table below.

5.2 This bid will be evaluated on functionality which will determine the ability and capability of the prospective bidders to provide the required goods or services for the Department.

5.3 Bidders who score less than 75% for functionality will not be considered further.

	EVALUATION MATRIX	Points %	Means of Verification	Score
1	<b>Service Providers skills, competencies and experience</b> Knowledge and previous experience in maintenance and repair of routine analytical and research laboratory equipment and infrastructure. <ul style="list-style-type: none"> <li>• &lt; 3 years experience = 5 points</li> <li>• 3 years experience = 10 points</li> <li>• 4 years experience = 15 points</li> <li>• &gt;5 years experience = 20 points</li> </ul>	20	A short CV and/or Company Profile with specific reference to previous experience	
2	<b>Pre-requisite of Service Provider</b> <ul style="list-style-type: none"> <li>• Compliance with ISO/IEC 9001</li> </ul>	20	Certification	
3	<b>Proposal Methodology</b> The service provider must demonstrate the thorough understanding of the services, tasks and deliverables. <ul style="list-style-type: none"> <li>• A schedule of timelines and deliverables must also be provided including:               <ul style="list-style-type: none"> <li>➢ Proven track record of supply of items listed = 10 points</li> <li>➢ Compliance with OHS prescripts = 10 points</li> </ul> </li> </ul>	30		
4	<b>Ability to deliver</b> <ul style="list-style-type: none"> <li>• Financial resources to implement this service.</li> </ul>	30	Letter of good standing from the Bank	
	<b>TOTAL</b>	<b>100%</b>		