



agriculture & rural development

Department:
agriculture
& rural development
PROVINCE OF KWAZULU-NATAL

INVITATION OF QUOTATION ABOVE R30,000.00

THIS FORM SHOULD BE COMPLETED IN DETAIL AND SHOULD BE ACCOMPANIED BY A TAX PIN AND BBEE VERIFICATION CERTIFICATE (OPTIONAL)

QUOTATION NUMBER: R/S/1920/1019	VALIDITY PERIOD OF QUOTATION.....Days (To be completed by the Supplier)
CLOSING DATE :	CLOSING TIME:
DESCRIPTION(SPECIFICATION/S) OF ITEMS/ SERVICE REQUIRED:	COMPANY NAME: Tel NO:- FAX NO: CONTACT PERSON:
DOES OFFER COMPLY WITH SPECIFICATION?	YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DOES ARTICLE COMPLY WITH SABS SPECIFICATION? HAS IT BEEN INSPECTED BY SABS?	YES/NO YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DELIVERY PERIOD AFTER INITIAL ORDER?	
IS THE PRICE FIRM	
WHERE ARE THE STOCK HELD? (PHYSICAL ADDRESS , PLEASE)	
QUOTATION PRICE INCLUDING VAT (VAT TO BE ADDED BY REGISTERED VAT VENDORS ONLY)	TOTAL: R _____
COMPANY OFFICIAL STAMP : (<i>Not Compulsory</i>) SIGNATURE OF BIDDER DATE
NUMBER OF PAGES FAXED BACK TO THE DEPARTMENT BY THE SUPPLIER(Supplier to complete)

CSD NO: MAAA.....

NB: THE RECOMMENDED SERVICE PROVIDER WILL BE REQUIRED TO SUBMIT A PIN STATUS . THE ATTACHED **SBD4 & SBD9** FORMS MUST BE COMPLETED IN FULL.

THIS QUOTATION COVER PAGE MUST BE COMPLETED AND RETURNED WITH ALL YOUR QUOTATION DOCUMENTS.

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

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

- 2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**
- 2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**
- (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.
- 2.7.2.2 If no, furnish reasons for non-submission of such proof:
-
-
-
- 2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**
- 2.8.1 If so, furnish particulars:
-
-
-
- 2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
- 2.9.1 If so, furnish particulars.
-
-
-
- 2.10 Are you, or any person connected with the bidder, 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 Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



agriculture
& rural development

Department:
agriculture
& rural development
PROVINCE OF KWAZULU-NATAL

KZN Department of Agriculture & Rural Development
Private Bag X9059, Pietermaritzburg, 3200
Tel: 033 355 9100 | Fax: 033 355 9122
Toll-Free: 0800 000 996
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TERMS OF REFERENCE

PROVISION OF GENOMIC SERVICES AND CONSUMABLES SLA FOR AGRICULTURAL CROP RESEARCH SERVICES: ANALYTICAL SERVICES

1. INTRODUCTION

- 1.1. The KwaZulu-Natal Department of Agriculture and Rural Development wishes to initiate a Service Level Agreement contract for genomic services and consumables for use by Agricultural Crop Research Services, Analytical Services, at Cedara.

2. COMMON SPECIAL TERMS OR ABBREVIATIONS DEFINED

KZN: KwaZulu-Natal

KZNDARD: The KwaZulu-Natal Department of Agriculture and Rural Development

SLA: Service Level Agreement

BIDDER: A representative of a South African company that submits a Bid/Quotation for this SLA.

SUPPLIER: Also known as a Service Provider. A South African company, meeting the Bid/Quotation conditions as set out in this document, that may qualify to be awarded this SLA contract to supply genomic services and consumables.

OUR LOCATION: Analytical Services building, Cedara; of the KZNDARD

OUR AGRICULTURAL SAMPLES: Agricultural samples inclusive of plants, water and soil; or organisms that we isolated from such samples inclusive of fungi, bacteria, viruses, nematodes, and insects; or DNA extracted from such samples.

GENOMIC: Pertaining to the heritable information determining the development, behaviour and reproduction of living organisms

DNA: Deoxyribonucleic acid, the principle genomic information-carrying molecule of all cellular organisms comprising a linear chain of any of 4 nucleotides in a specific sequence that is often unique enough for the sequence of nucleotides within a small target region to enable identification of the organism.

OLIGONUCLEOTIDE: A short segment of DNA typically much less than 1000 nucleotides in total length.

PRIMERS: Short oligonucleotides much less than 100 nucleotides in total length (typically 15-30) which are used in pairs to anneal to complementary regions of single-stranded DNA to enable the intervening DNA segment between the primer pair to be amplified greatly by means of PCR.

PCR: Polymerase Chain Reaction: A patented cyclical method of using a thermal cycler apparatus for amplification of a segment of targeted DNA flanked by a compatible primer pair for the generation of many multiple copies of the original target DNA.

qPCR: Quantitative PCR, also known as real-time PCR, where the amplification of target DNA is monitored and quantified by means of special fluorescent dyes that fluoresce when they bind to double-stranded DNA.

SANGER SEQUENCING: An inexpensive and very widely used automated method of determining the nucleotide sequence of an invariant pure oligonucleotide sample of up to several hundred nucleotides in length which is applied to amplified DNA obtained from PCR. At least one of the compatible primers used for PCR are required.

NGS: Next Generation Sequencing: A recent technology whereby multiple types of different oligonucleotides within a mixed sample obtained from PCR can have their nucleotide sequences determined.

SARS: South African Revenue Service

SCM: Supply Chain Management

CSD: Central Supplier Database

B-BBEE: Broad-based Black Economic Empowerment

TOR: Terms Of Reference. This document constitutes the TOR pertaining to this SLA.

3. BACKGROUND:

3.1. The KwaZulu-Natal Department of Agriculture and Rural Development offers laboratory services in support of its agricultural sector within the Directorate: Agricultural Crop Research Services, Sub-Directorate Analytical Services at Cedara, KZN.

3.2. The laboratories to be capacitated by this service are:

3.2.1 Plant Health Diagnostics (chief user as part of their diagnostic service)

3.2.2 Biochemistry (for research)

3.2.3 Crop Protection Laboratory (minor use for research within Crop Production)

3.2.4 Agricultural Livestock Research Services (minor use for research)

3.3. The genomic services and consumables SLA contract is a highly technical scientific service that requires close interaction between the end-user officials and the supplier who must be technically competent to execute their services. Each sample requiring such services has special processing requirements for appropriate analysis. For this purpose, certain stringent minimum terms of reference for such a contract are essential for the service to be effective.

4. OVERALL OBJECTIVE

4.1. The supplier must own or manage a recognized laboratory with specified minimum infrastructure within in the Republic of South Africa, to whom samples are to be couriered for genomic services and from which consumables are to be purchased. The supplier must be able to provide certain specified minimum genomic services, negotiated with the end-user, without subcontracting to other laboratories at a different location.

4.2. In order to ensure acceptable quality of genomic services and supply of genomic consumables by the supplier, a service level contract for services and consumables needs to be in place which is in harmony with the TOR (this document).

4.3. The supplier must complete bidding documents released by the KZN Department of Agriculture and Rural Development and submit these complete with all required annexures in qualify for comparison with other Quotations. Current unit prices for each type of service and consumables that are required are to be specified in the bidding documents from which a combined Quotation price will be computed for comparison of all Service providers meeting minimum functionality criteria according to the 80:20 points

system defined below, and which is used to determine the successful bidder/service provider.

- 4.4. The contract is to be negotiated for a three (3) year contract period to be defined when an SLA contract is drawn up.
- 4.5. The KZN Department of Agriculture and Rural Development must have the right and option to decide whether to enter into in a service contract with the supplier or not.

5. SCOPE OF WORK

The following list reflects the most important scope of work required, but other genomic services or consumables may also be required by the end-user.

- 5.1. User-defined DNA oligonucleotides synthesis by the supplier and delivery to our location, couriered within seven (7) business days after receipt of an emailed request.
- 5.2. DNA extraction service by the supplier from our agricultural samples received
- 5.3. PCR reaction performed on DNA supplied or extracted from our agricultural samples.
- 5.4. Sanger sequencing service by the supplier on supplied DNA extracts or from DNA extracted from our agricultural samples with sequence data emailed to us within ten (10) business days after receipt of our samples
- 5.5. NGS service by the supplier on supplied DNA extracts or from DNA extracted from our agricultural samples with sequence data emailed to us within ten (10) business days after receipt of our samples.
- 5.6 Economical sample collection service from our location within 2-business days of request.
- 5.7 Economical courier service of purchased consumables to our location
- 5.8 Supply of a range of specialist polymerase enzymes for use in PCR analysis.
- 5.9 Supply of DNA restriction enzymes
- 5.10 Supply of a range of fluorescent DNA dyes for qPCR monitoring
- 5.11 Supply of autoclave-able polypropylene pipette tips

SPECIAL TERMS AND CONDITIONS:
PROVISION OF GENOMIC SERVICES AND CONSUMEABLES SLA FOR
AGRICULTURAL CROP RESEARCH SERVICES: ANALYTICAL SERVICES

INTRODUCTION

- (a) Service providers must ensure that they are fully aware of all the Conditions contained in this Quotation/quotation document.
- (b) Only service providers that fully meet the pre-qualification criteria shall be considered.

1. ACCEPTANCE OF BID/QUOTATION

- 1.1. The Department of Agriculture and Rural Development is under no obligation to accept any bid/quotation.

2. AWARD

- 2.1. This bid/quotation will be awarded by the Department to one service provider.
- 2.2. It is a condition of this bid/quotation that a bidder/service provider must quote for all items as per specification.

3. BASIS AND QUANTITIES

- 3.1. Quantities have been included. Service providers must therefore quote per unit price as required in the price pages and compute their total Bid/Quotation price.

4. LATE BID/QUOTATION

- 4.1. Bid/Quotations are late if they are received at the email address indicated in the bid/quotation documents after the closing date and time specified in the Bid/Quotation documentation.
- 4.2. A late Bid/Quotation shall not be considered.

5. VALIDITY PERIOD OF BID/QUOTATION AND EXTENSION THEREOF

- 5.1. The validity (binding) period for the Bid/Quotation will be 90 days from close of bid/quotation. However, circumstances may arise whereby the department may request Service providers to extend the validity (binding) period. Should this occur, the department will request Service providers to extend the validity (binding) period under the same terms and conditions as originally offered for by Service providers. This request will be done before the expiry of the original validity (binding) period.

6. COUNTER OFFERS

- 6.1. Counter offers will not be considered.

7. EQUAL BID/QUOTATIONS

- 7.1. As per PPPFA, in the event that two or more Bid/Quotations have equal total points, the successful Bid/Quotation will be the one scoring the highest number of preference points. Should two or more Bid/Quotations be equal in all respects, the award shall be decided by the drawing of lots.

8. SUPPLIERS DATABASE REGISTRATION

- 8.1. A bidder/service provider submitting an offer must be registered on the Central Suppliers Database (CSD) at National Treasury. A bidder/service provider who has submitted an offer and is not registered on the Central Suppliers Database will not be considered at the time of award. No pending registrations will be considered.
- 8.2. Each party to a Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the Bid/Quotation.

NB: IF A BIDDER/SERVICE PROVIDER IS FOUND TO BE EMPLOYED BY THE STATE AND IS ON THE CENTRAL SUPPLIERS DATABASE, THE BIDDER/SERVICE PROVIDER WILL BE DISQUALIFIED.

9. PRE-QUALIFICATION B-BBEE CRITERIA

- 9.1. A bidder/service provider must submit a valid B-BBEE certificate together with the Bid/Quotation unless their B-BBEE status can be confirmed according to the data on the CSD.
- 9.2. Service providers who fail to comply with the above-stipulated prequalification criteria or fail to submit documentary proof of compliance with the prequalification criteria will not be considered for this quotation if their B-BBEE status is not verified from data on the CSD.
- 9.3. A copy of the B-BBEE certificate will be kept on file for each successful bidder/service provider for the duration of the validity of the B-BBEE Rating. An updated compliance certificate will be a minimum requirement through the duration of the contract. Failure to provide an updated certificate will result in termination of the contract.

10. JOINT VENTURES

- 10.1. In terms of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act 5 of 2000, a trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate Bid/Quotation.
- 10.2. Should this Bid/Quotation be submitted by a joint venture, the joint venture agreement must accompany the Bid/Quotation document before the closing date and time of Bid/Quotation. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 10.3. The non-submission of a B-BBEE Certificate by a trust, consortium or joint venture will result in zero (0) preference points being allocated for evaluation purposes.
- 10.4. Each party to a Joint Venture / Consortium must submit an original valid Tax Clearance Certificate together with the Bid/Quotation before the closing date and time of Bid/Quotation.
- 10.5. The joint venture or consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the joint venture or consortium, nomination of an

authorised person to represent the joint venture or consortium in all matters relating to this Bid/Quotation and the details of the bank account for payments to be effected.

- 10.6. The joint venture or consortium must comply with CSD registration requirements as per National Treasury directive.

11. CHANGE OF ADDRESS

- 11.1 Service providers must advise the KZNDARD, Supply Chain Management, Contract Administration should their ownership or address (*domicilium citandi et executandi*) details change from the time of bidding to the expiry of the contract.

12. COMPETENCY OF SERVICE PROVIDER IN TERMS OF MINIMUM REQUIRED FUNCTIONALITY CRITERIA

- 12.1. The supplier must own or manage a laboratory with infrastructure and equipment as defined in Annexure A1
- 12.2. The supplier must have in their employ highly qualified staff with expertise to render the minimum required genomic services as defined in Annexure A1
- 12.3. The supplier must have the capacity to provide minimum services and consumables as defined in Annexure A1
- 12.4. For evaluation processes the Department will apply the evaluation criteria as outlined in the Bid/Quotation Evaluation Criteria of this Bid/Quotation.
- 12.5. It will be vital for the appointed supplier to have sufficient financial resources and capacity to finance and execute as per terms and conditions of the contract.

13. SITE INSPECTION

- 13.1. The Department of Agriculture & Rural Development reserves the right to conduct site inspections of the laboratory premises of all who have submitted Bid/Quotations.
- 13.2. The purpose of the site inspections is to confirm compliance with the minimum laboratory infrastructure required as set out in Annexure A1 and accuracy of the information submitted in the bidder/service provider's Bid/Quotation document. Where the validity and accuracy of the information submitted in the bidder/service provider's bid/quotation document cannot be confirmed during the site visit, the provider/service provider will be disqualified.

14. SPECIAL CONDITIONS OF CONTRACT

- 14.1. The Bid/Quotation is issued in accordance with the provisions of the Public Finance Management Act (PFMA), Chapter 16 A of the Treasury Regulations and shall be subject to the provisions of the General Conditions of Contract. The special terms and conditions are supplementary to that of the General Conditions of Contract. Where, however, the special terms and conditions are in conflict with the General Conditions of Contract, the Special Terms and Conditions will prevail.

15. TAX COMPLIANCE

- 15.1. The bidder/service provider must submit a valid Tax Compliance Pin with the Bid/Quotation. Service providers should note that their tax compliance status will be verified through the CSD and SARS.
- 15.2. Where a Tax Compliance Pin is not submitted with the Bid/Quotation, the Department will use the CSD to verify the tax matters of the bidder.

16. TAX AND DUTIES

- 16.1. Prices, offered and paid, must include all customs, excise and import duties, and any other tariffs or taxes levied by the government or statutory body having jurisdiction on the goods provided under this contract, including Value Added Tax (applicable at the current rate).
- 16.2. VAT vendors must calculate VAT at 15% VAT.
- 16.3. Service providers who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of 50 000 (as of 1 March 2010) has been exceeded in the past 12-month period. Service providers who meet the above requirement must register as VAT vendors, if successful, within one month of award of the Bid/Quotation.

17. PROCESS OF AWARD OF BID/QUOTATION AND ESTABLISHMENT OF A CONTRACT

- 17.1. Notification of the intention to award the SLA contract shall be in writing by a duly authorized official of the Department of Agriculture and Rural Development, Supply Chain Management (SCM). The written acceptance of an offer constitutes a legal and binding contract.
- 17.2. Following acceptance of the offer by the successful bidder/service provider they will be issued a draft SLA contract for evaluation.
- 17.3. After receipt of the draft SLA contract, the supplier's representative may negotiate amendments to the draft SLA contract with the end-user's legal representative, provided these are not in conflict with the terms of reference (TOR, this document).
- 17.4. Once a consensus final SLA contract has been generated the supplier or their representative must sign the SLA contract and courier it to the address of the end user who will make this available to the SCM Department and the accounting officer of the KZNDARD.
- 17.5. The accounting officer of the KZNDARD or designated representative will then sign the SLA contract to commence award of the contract.
- 17.6. A standing order number will be generated by the KZNDARD spanning the first several months of the SLA contract after which services may be rendered.

18. AMENDMENT OF CONTRACT

- 18.1. Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties, subject to approval by the KZNDARD.

19. PERIOD OF CONTRACT

- 19.1. This is to follow the signing of the SLA contract and to commence from the beginning of the month of the date of the generation of the first order number for such services.
- 19.2. The contract is to end thirty-six (36) months from month of the commencement of the contract as specified above, subject to satisfactory performance of the contract.

20. DELIVERY AND PACKAGING OF COURIERED SAMPLES

- 20.1. Basis of delivery: Submission of samples and receipt of consumables is to be made to the minimum courier standards as defined in Annexure A1.
- 20.2. Collections / deliveries are to be scheduled from Monday to Friday between 08h00 and 16h00.
- 20.3. Delivery performance will be closely monitored and failure to consistently deliver according to minimum standards could result in a complaint against the supplier for unsatisfactory performance which if not addressed could result in termination of the contract.

21. INVOICES

- 21.1. All invoices submitted by the supplier must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.
- 21.2. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
 - (a) The name, address and registration number of the supplier;
 - (b) The name and address of the recipient;
 - (c) An individual serialized number and the date upon which the tax invoice is issued;
 - (d) A description of the goods or services supplied;
 - (e) The quantity or volume of the goods or services supplied

22. PAYMENT FOR SERVICES AND SUPPLIES

- 22.1. The supplier shall be paid monthly by the Department in accordance with services rendered and supplies delivered and billed for during the preceding month.
- 22.2. Any query concerning the non-payment of accounts must be directed to the Department. The following protocol will apply if accounts are queried:
 - (i) Contact must be made with the end user;
 - (ii) If there is no response from the end user, the Director: Finance must be contacted;
- 22.3. Information as contained on the CSD must be valid / correct. Non-compliance with Tax Requirements will affect payment.

23. PRICE ADJUSTMENTS AND QUOTATIONS

- 23.1. If the supplier's price determination of genomic services has changed substantially, the supplier is to notify the end user of new price determinations applicable, within 1 month of such changes.
- 23.2. The department reserves the right to terminate the contract if an increase in the price of minimum required genomic services is substantially above that of the consumer price index (**CPI**) applicable to South Africa.

- 23.3. When the end user requests a quotation for purchase of genomic consumables the supplier is responsible to quote for them in accordance with the end-user specifications and to await confirmation of acceptance of the quotation before processing the order.
- 23.4. Any request for price adjustments for imported product as a result of exchange rate may be submitted to the Department for consideration. Documentary proof in support of the request for price adjustment must be submitted together with the request. The request will be considered by the Department within its budget constraints.

24. IRREGULARITIES

- 24.1. Companies are encouraged to advise the KZN Department of Agriculture and Rural Development timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

25. UNSATISFACTORY PERFORMANCE

- 25.1. Unsatisfactory performance occurs when service performance is not in accordance with the contract conditions or if consumables supplied are not according to specifications.
- 25.2. A report on the performance of the contract will be issued annually by the end user.
- 25.3. Following unsatisfactory performance, an end user official in conjunction with senior SCM staff shall warn the contractor in writing that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions. If the contractor's performance does not improve to minimum standards despite the warning, the official will take action in terms of its delegated powers; and make a recommendation to the Accounting Officer for cancellation of the SLA contract.
- 25.4. When correspondence is addressed to the supplier, reference will be made to the service item numbers or quotation number as part of an explanation of the complaint.

26. LOCAL PRODUCTION AND CONTENT

- 26.1. The Department of Agriculture and Rural Development promotes Local Production and Content. In the case of designated sectors, only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 26.2. Department of Agriculture and Rural Development reserves the right at its sole discretion to set minimum thresholds for sectors which may not have been declared as designated sectors by the DTI in an effort to stimulate local production and content where relevant.
- 26.3. Service providers are required to assess their product and /or service offering against the designated sector lists as published by the Department of Trade and Industry (the DTI) and to ensure full compliance to the minimum local content threshold, if relevant, before submitting its response to this tender.
- 26.4. The Department of Agriculture and Rural Development's latest list of designated sectors can be accessed on http://www.dti.gov.za/industrial_development/ip.jsp
- 26.5. Service Providers should ensure that they complete SDB 6.2 of this document. Failure to complete SDB 6.2 shall result in disqualification.

BID/QUOTATION EVALUATION CRITERIA

PROVISION OF GENOMIC SERVICES AND CONSUMEABLES SLA FOR AGRICULTURAL CROP RESEARCH SERVICES: ANALYTICAL SERVICES

All Bid/Quotations received shall be evaluated on the following:

1. **Bid/Quotations meeting Special Terms and Conditions:**
 - 1.1 Only Bid/Quotations that meet the Special Terms and Conditions in all aspects as stipulated in the Bid/Quotation documentation shall be considered.
2. **Correctness of information:**
 - 2.1 All information required in the Bid/Quotation document must be accurate and duly completed including all the appropriate signatures.
 - 2.2 The Department of Agriculture and Rural Development reserves the right to verify all information submitted.
 - 2.3 Non-compliance with the above shall result in elimination from further processes.
3. **Compulsory administrative compliance requirements must be submitted:**
 - 3.1 Central Suppliers Database registration number;
 - 3.2 Certified Copies of the Identity documents for company members/service providers;
 - 3.3 A valid Tax Compliance Pin;
 - 3.4 A certified copy of a valid B-BBEE certificate for the purpose of calculating preference points;
 - 3.5 Proof of physical address of the bidder/service provider's laboratory.

NB. Non-submission of any required documents will result in disqualification.

Where copies of original documentation are submitted, those copies must be certified and must not be copies of certified copies. Original certification should not be older than three (3) months. Failure to comply with this requirement shall invalidate the Bid/Quotation submitted.

4. Functionality Evaluation Criteria

- 4.1 The Bid/Quotation documents will be evaluated individually on score sheets, by staff of the SCM component of the KZN Department of Agriculture & Rural Development, according to evaluation criteria set out here.
- 4.2 All Service providers who fail to meet all specified Genomic SLA minimum functionality qualifications will not be considered for award of the SLA.

5. Evaluation of functional Bid/Quotations according to the 80:20 points system.

All Bid/Quotations that meet the preceding minimum criteria may then be evaluated for determining the winning Bid/Quotation by according to the 80:20 points system (as set out in **section 6(1) of the PPPFA Regulations, 2017**);

6. Points allocated for B-BBEE Status level (P_b)

The bidder/service provider is to be awarded points up to a maximum of 20 according to their B-BBEE Status Level according to the allocations of the 80:20 points system (from section 6(1) of the PPPFA Regulations, 2017). The following table must be used to calculate the score out of 20 for B-BBEE level:

B-BBEE Status Level of bidder/service provider	Number of Points (P_b)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0 (invalid Bid/Quotation)

7. Points allocated for Bid/Quotation price (P_s)

- 7.1 The Bid/Quotation will be compared with other qualifying Bid/Quotations for determination of points out of 80 according to their quotation derived from the Bid/Quotation total in Annexure A2.
- 7.2 They are to be assessed by use of the following formula to calculate the points out of 80 for price in respect of a Bid/Quotation with a Rand value inclusive of all applicable taxes:

$$P_s = 80[1-(P_t-P_{\min})/P_{\min}] = 80[2-(P_t/P_{\min})]$$

Where:

P_s = Points scored for price of Bid/Quotation under consideration;
P_t = Price of Bid/Quotation under consideration (Rand value); and
P_{min} = Price of lowest acceptable Bid/Quotation (Rand value)

8. Total points for determination of the winning Bid/Quotation

- 8.1 The points (P_b) scored by a bidder/service provider for B-BBEE status is added to the points scored for price (P_s) to obtain the total points which is rounded off to the nearest two decimal places.
- 8.2 Subject to meeting the minimum Bid/Quotation qualifying criteria of laboratory infrastructure, financial clearance, Bid/Quotation completeness, etc.; the contract is to be awarded to the bidder/service provider scoring the highest total points.

Annexure A1: Genomic SLA minimum qualifications

On the table below, state **Yes** or **No**, but if your lab has something different to the specified minimum requirement state the difference under the comments column.

A	MINIMUM LAB INFRASTRUCTURE REQUIREMENTS (Must be owned or managed by the supplier)	YES / NO	COMMENTS
1	Having an air-conditioned laboratory within South Africa where DNA extraction, PCR, DNA sequencing and oligonucleotide synthesis services are performed.		
2.	Having sterile laminar-flow workbenches with sterile liquid handling via calibrated pipettes, as well as fume hoods with extractor fans for handling of noxious chemicals		
3.	Having a tissue disrupter or bead beater for mechanical disruption of specimen material for DNA extraction		
4.	Having an ultracentrifuge equipped to take miniature tubes for DNA extraction or purification		
5.	Having a thermal cycler for PCR, preferably capable of qPCR (= real time PCR)		
6.	Having gel electrophoresis equipment for purification, quantification and molecular sizing of DNA		
7.	Having a genetic analyser capable of Sanger sequencing of DNA oligonucleotides up to at least 800 nucleotides in length		
8	Having a DNA synthesis machine for synthesis of oligonucleotides up to 80 nucleotides in length with a purification system for them.		
9	Having a freeze dryer to dry synthesized oligonucleotides prior to delivery.		
10	Having a deep freeze for storage of samples to at least -20°C, and fridges for storage at 0-5°C.		
B	MINIMUM SERVICE STAFF QUALIFICATIONS		
1	Staff in charge of PCR, Sanger sequencing, NGS sequencing and oligonucleotide synthesis, must have a minimum qualification of M.Sc. in Biochemistry or a Molecular Science in order to provide suitable genomic services in direct communication with end users.		
C	MINIMUM GENOMIC SERVICES PROCESSED BY THE SUPPLIER		
1	Synthesis for delivery to our location of user-defined sequence oligonucleotide primers and probes normally dispatch-able within seven (7) business days after		

	receipt of an emailed request		
2	DNA extraction service from our agricultural samples received for subsequent testing.		
3	Sanger DNA sequencing service on supplied DNA extracts or on DNA extracted from our agricultural samples with sequence data emailed within ten (10) business days after receipt of an emailed request		
4	Provision of next generation sequencing (NGS) services either by possession at their laboratory of a 3 rd or 4 th generation next generation sequencing (NGS) apparatus, or via an SLA in place with a nearby lab with such equipment where NGS sequencing can be conducted, within ten (10) business days after receipt of an emailed request.		
D	MINIMUM GENOMIC CONSUMABLES TO SUPPLY		
1	Supply of a range of specialist polymerase enzymes for use in PCR analysis		
2	Supply of a range of DNA restriction enzymes		
3	Supply of a range of fluorescent DNA dyes for qPCR monitoring		
4	Supply of a range of autoclave-able polypropylene pipette tips		
E	MINIMUM COURIER SPECIFICATIONS		
	The supplier must take direct responsibility to arrange courier of items from the end user to the service provider and from them to the end user within two (2) business days of an emailed request. They may utilize commercial couriers for deliveries but the supplier is responsible to manage timeous collections and delivery, and appropriate cost-effective billing, via a courier service with parcel tracking.		

The declaration completed above is true and correct

Bidder/service provider's name:

Bidder/service provider's signature:

DATE: 2020 - -

Annexure A2: Genomic SLA quotation for points scoring

On the table below, specify the unit price of each minimum required service or consumable then compute a total price from the specified quantity. (Quantities reflect closely a 1 year usage history of a prior 2 year genomic SLA for the same end users).

QUOTATIONS FOR GENOMIC SERVICES AND CONSUMEABLES RELEVANT TO SLA (Refer SLA definitions on Annex A1:)	QUANTITY /YEAR	UNIT PRICE EXCL. VAT		TOTAL PRICE	
		R	C	R	C
CHARGES FOR MINIMUM GENOMIC SERVICES					
Synthesis of user-defined sequence oligonucleotides 0.01 µmole scale, per mer. Quantity reflects total nucleotides of all pooled oligonucleotides.	392 nucleotides				
Internal primer oligonucleotides used by the supplier per PCR job	12 primers				
DNA extraction services from our agricultural samples received	6				
PCR services performed on behalf of the end-user	9				
Sanger sequencing services on supplied DNA extracts or on DNA extracted from our samples, with sequence data emailed to us	55				
Next Generation Sequencing service on supplied DNA extracts or on DNA extracted from 'our samples' with sequence data emailed to us	1				
CHARGES FOR COURIER SERVICES					
Economical sample collection services from our location within 2-business days of request.	14				
Deliveries of oligonucleotides or consumables to our location	9				
CHARGES FOR MINIMUM GENOMIC CONSUMABLES					
Specialist polymerase enzyme for use in PCR analysis	2000u				
A DNA restriction enzyme using HindIII or MspI enzyme, as example	5000u				
A fluorescent DNA dye for qPCR monitoring using SYTO-82 dye as example	2000u				
20 µL autoclaveable polypropylene pipette tips	1000 tips				
SUBTOTAL					
TOTAL					
*ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS 15% VAT					
(P_t) TOTAL PRICE OFFERED INCLUDING 15% VAT					

PRICES ARE VALID FOR:

30	60	90
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Days

Mark one Box (X)

Bidder/service provider's name:

Bidder/service provider's signature:

DATE: 2020 - -

Annexure A2: Genomic SLA quotation for points scoring

On the table below, specify the unit price of each minimum required service or consumable then compute a total price from the specified quantity. (Quantities reflect closely a 1 year usage history of a prior 2 year genomic SLA for the same end users).

QUOTATIONS FOR GENOMIC SERVICES AND CONSUMEABLES RELEVANT TO SLA (Refer SLA definitions on Annex A1:)	QUANTITY /YEAR	UNIT PRICE EXCL. VAT		TOTAL PRICE	
		R	C	R	C
CHARGES FOR MINIMUM GENOMIC SERVICES					
Synthesis of user-defined sequence oligonucleotides 0.01 µmole scale, per mer. Quantity reflects total nucleotides of all pooled oligonucleotides.	392 nucleotides				
Internal primer oligonucleotides used by the supplier for each PCR job	12 primers				
DNA extraction services from our agricultural samples received	6				
PCR services performed on behalf of the end-user	9				
Sanger sequencing services on supplied DNA extracts or on DNA extracted from our samples, with sequence data emailed to us	55				
Next Generation Sequencing service on supplied DNA extracts or on DNA extracted from 'our samples' with sequence data emailed to us	1				
CHARGES FOR COURIER SERVICES					
Economical sample collection services from our location within 2-business days of request.	14				
Deliveries of oligonucleotides or consumables to our location	9				
CHARGES FOR MINIMUM GENOMIC CONSUMABLES					
Specialist polymerase enzyme for use in PCR analysis	2000u				

A DNA restriction enzyme using HindIII or MspI enzyme, as example	5000u				
A fluorescent DNA dye for qPCR monitoring using SYTO-82 dye as example	2000u				
20 µL autoclaveable polypropylene pipette tips	1000 tips				
SUBTOTAL					
TOTAL					
*ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS 15% VAT					
(P_t) TOTAL PRICE OFFERED INCLUDING 15% VAT					

Bidder/service provider's name:

Bidder/service provider's signature:

DATE: 2020 - -



agriculture & rural development

Department:
agriculture
& rural development
PROVINCE OF KWAZULU-NATAL

EVALUATION CRITERIA

PREFERENCE POINT SYSTEM AND EVALUATION OF QUOTATION

Compliance:

1. **DISQUALIFYING FACTORS:**

- 1.1. The Quotation/Proposal requires that all prices quoted are firm. If a non-firm price is quoted, the offer will be disqualified.
- 1.2. The following requirements have to be met, failing which will lead to immediate **Disqualification**.
- 1.3. The Quotation document must be properly received on the quotation **closing date** and **time** specified on the invitation, fully completed, dated and signed in ink.
- 1.4. All applicants must be registered on the **Central Supplier Database (CSD)**
- 1.5. All applicant must comply with Terms of Reference

RETURN YOUR ORIGINAL QUOTATION/PROPOSAL TO THIS ADDRESS:

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 9169** before **11:00** am on the closing date: **28th February 2020**

Issued by:

The Department of Agriculture and Rural Development
1 Cedara Road
Cedara
3200