



KWAZULU-NATAL PROVINCE

AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

INVITATION OF QUOTATION FROM R1 - R1 MILLION

THIS FORM SHOULD BE COMPLETED IN FULL AND SHOULD BE ACCOMPANY **A VALID BBBEE CERTIFICATE/SWORN AFFIDAVIT /CSD REPORT**

QUOTATION NUMBER: R/S/2425/17	VALIDITY PERIOD OF QUOTATION..... Days (To be completed by the Supplier)
CLOSING DATE: 29/05/2024	CLOSING TIME:11H00
DESCRIPTION(SPECIFICATION/S) OF ITEMS/ SERVICE REQUIRED: DNA SEQUENCING FOR PLANT HEALTH DIAGNOSTIC LABORATORY See attached spec.	COMPANY NAME: TEL NO: FAX NO: CONTACT PERSON: CSD REG NUMBER MAAA.....
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 IS THE STOCK HELD? (PHYSICAL ADDRESS, PLEASE)	
QUOTATION PRICE INCLUDING VAT (VAT TO BE ADDED BY REGISTERED VAT VENDORS ONLY)	TOTAL: R
OFFICIAL COMPANY STAMP / COMPANY NAME SIGNATURE OF BIDDER DATE
Quotation to be returned to: Senzo Ndlela: 033 343 8493 Email Address: senzo.ndlela@kzndard.gov.za	
NB: ALL DOCUMENTS PERTAINING TO THIS QUOTATION, MUST BE COMPLETED IN FULL, SIGNED AND RETURNED WITH ALL SUPPORTING DOCUMENTS.	

FOR ENQUIRY ONLY

END-USER NAME : MD RELIHAN
TELEPHONE NUMBER : 033 355 9248
E-MAIL ADDRESS : michael.relihan@kzndard.gov.za
PROPOSED DELIVERY DATE : 30 June 2024
DELIVERY ADDRESS : 1 Cedara Road
LOCAL MUNICIPALITY : uMngeni local
DISTRICT : uMngungundlovu District

LINE NO.	DESCRIPTION OR SPECIFICATION OF ITEM (Please be very specific and clear)	REQUIRED QUANTITY	UNIT PRICE EXCL. VAT		TOTAL PRICE	
			R	C	R	C
1	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				
2	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				

3	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			
* LABOUR (IF APPLICABLE)					
*DELIVERY (IF APPLICABLE)					
TOTAL					
*ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS 15% VAT					
TOTAL PRICE					
CIDB Grading (IF APPLICABLE)					

COMPANY NAME : _____

CSD NUMBER : _____

ADDRESS : _____

CONTACT PERSON : _____

CONTACT NUMBER : _____

*VAT Registration No. (Supplier) -----

PRICES ARE VALID FOR DAYS **Mark one Box (X)**

30	60	90	120
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SIGNATURE.....

DATE.....



TERMS OF REFERENCE

PROVISION OF GENOMIC SERVICES AND CONSUMEABLES 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

- 2.1. **KZN** KwaZulu-Natal
- 2.2. **KZNDARD:** The KwaZulu-Natal Department of Agriculture and Rural Development
- 2.3. **SLA:** Service Level Agreement
- 2.4. **BIDDER:** A representative of a South African company that submits a Bid/Quotation for this SLA.
- 2.5. **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.
- 2.6. **OUR LOCATION:** Analytical Services building, Cedara; of the KZNDARD
- 2.7. **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.
- 2.8. **GENOMIC:** Pertaining to the heritable information determining the development, behaviour and reproduction of living organisms
- 2.9. **DNA:** Deoxyribonucleic acid, the principal 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.

- 2.10. **OLIGONUCLEOTIDE:** A short segment of DNA typically much less than 1000 nucleotides in total length.
- 2.11. **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.
- 2.12. **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.
- 2.13. **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.
- 2.14. **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.
- 2.15. **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.
- 2.16. **SARS:** South African Revenue Service
- 2.17. **SCM:** Supply Chain Management
- 2.18. **CSD:** Central Supplier Database
- 2.19. **B-BBEE:** Broad-based Black Economic Empowerment
- 2.20. **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.
 - 3.1.1. Plant Health Diagnostics (chief user as part of their diagnostic service)
 - 3.1.2. Biochemistry (for research)
 - 3.1.3. Crop Protection Laboratory (minor use for research within Crop Production)
 - 3.1.4. Agricultural Livestock Research Services (minor use for research)
- 3.2. 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. JOINT VENTURES

- 9.1. 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.
- 9.2. 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.
- 9.3. 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.
- 9.4. 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.

- 9.5. 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.
- 9.6. The joint venture or consortium must comply with CSD registration requirements as per National Treasury directive.

10. CHANGE OF ADDRESS

- 10.1. 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.

11. COMPETENCY OF SERVICE PROVIDER IN TERMS OF MINIMUM REQUIRED

- 11.1. The supplier must own or manage a laboratory with infrastructure and equipment as defined in Annexure A1.
- 11.2. The supplier must have in their employ highly qualified staff with expertise to render the minimum required genomic services as defined in Annexure A1.
- 11.3. The supplier must have the capacity to provide minimum services and consumables as defined in Annexure A1.
- 11.4. 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.

12. SITE INSPECTION

- 12.1. The Department of Agriculture & Rural Development reserves the right to conduct site inspections of the laboratory premises of all who have submitted Bid/Quotations.
- 12.2. 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.

13. SPECIAL CONDITIONS OF CONTRACT

- 13.1. 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.

14. TAX COMPLIANCE

- 14.1. 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.
- 14.2. 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.

15. TAX AND DUTIES

- 15.1. 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).
- 15.2. VAT vendors must calculate VAT at 15% VAT.
- 15.3. 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.

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

- 16.1. 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.
- 16.2. Following acceptance of the offer by the successful bidder/service provider they will be issued a draft SLA contract for evaluation.

- 16.3. 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).
- 16.4. 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.
- 16.5. The accounting officer of the KZNDARD or designated representative will then sign the SLA contract to commence award of the contract.
- 16.6. 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.

17. AMENDMENT OF CONTRACT

- 17.1. 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.

18. PERIOD OF CONTRACT

- 18.1. 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.
- 18.2. 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.

19. DELIVERY AND PACKAGING OF COURIERED SAMPLES

- 19.1. Basis of delivery: Submission of samples and receipt of consumables is to be made to the minimum courier standards as defined in Annexure A1.
- 19.2. Collections / deliveries are to be scheduled from Monday to Friday between 08h00 and 16h00.
- 19.3. 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.

20. INVOICES

- 20.1. 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.

20.2. 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.

21. PAYMENT FOR SERVICES AND SUPPLIES

21.1. The supplier shall be paid monthly by the Department in accordance with services rendered and supplies delivered and billed for during the preceding month.

21.2. 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;

21.3. Information as contained on the CSD must be valid / correct. Non-compliance with Tax Requirements will affect payment.

22. PRICE ADJUSTMENTS AND QUOTATIONS

22.1. 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.

22.2. 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.

22.3. 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.

22.4. 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.

23. IRREGULARITIES

- 23.1. 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.

24. UNSATISFACTORY PERFORMANCE

- 24.1. Unsatisfactory performance occurs when service performance is not in accordance with the contract conditions or if consumables supplied are not according to specifications.
- 24.2. A report on the performance of the contract will be issued annually by the end user.
- 24.3. 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.
- 24.4. 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.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	R/S/2425/17	CLOSING DATE:29/05/2024	CLOSING TIME:	11:00
DESCRIPTION	DNA SEQUENCING FOR PLANT HEALTH DIAGNOSTIC LABORATORY			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Senzo Ndlela	CONTACT PERSON	MD Relihan
TELEPHONE NUMBER	033 343 8493	TELEPHONE NUMBER	033 355 9248
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	
E-MAIL ADDRESS	Senzo.ndlela@kzndard.gov.za	E-MAIL ADDRESS	Michael.relihan@kzndard.gov.za

. SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILED THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF

PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND

COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS

DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bid

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

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$		

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)
100% Black owned entities	10	
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)
Enterprises located in a specific District (Proof of residence to be attached)	10	
51% Black people who are women	10	
51% Black people who are youth	8	
51% Black people with disabilities (Proof to be attached)	7	
51% Black people living in rural or underdeveloped areas or townships	6	
51% Black people who are military veterans (Proof to be attached)	6	
A cooperative owned by 51% black people	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

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:
 - (iv) 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;
 - (v) General Conditions of Contract; and
 - (vi) 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 fulfillment 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



Procurements from R30 000 – R1M the Department will allocate the points as follows

Historically Disadvantaged Individuals	Black Owned	Points
0An EME or QSE which is at least 100% owned by black people		
51% Black people who are women	10	10
51% Black people who are youth	10	8
51% Black people with disabilities (Proof to be attached)	10	7
51% Black people living in rural or underdeveloped areas or townships	10	6
51% Black people who are military veterans (Proof to be attached)	10	6
A cooperative owned by 51% black people	10	5

If the entity is 100% owned by black people, this must be supported by a BBBEE Certificate or Affidavit or Share Register or CSD report.

Should the service provider qualify for more than one (1) specific goal points as per the above table, the Department will allocate the points to the goal with highest score.



KWAZULU-NATAL PROVINCE

AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

DIRECTORATE: SUPPLY CHAIN MANAGEMENT

Cedara Road, Pietermaritzburg, 3200

ZN Department of Agriculture & Rural Development, Private Bag X9059, Pietermaritzburg, 3200

Tel: 033 355 9588 / 9369

Procurements from R1 up to R 30 000.00, the Department will allocate (80/20) points as follows:

80 points for price

10 points for black owned entities

10 points for entities located in a District where goods/services are required.

If the entity is 100% owned by black people, this must be supported by a BBBEE certificate or affidavit or share register or CSD report.

Historically Disadvantaged Individuals	Black Owned	Districts	Total Points
An EME or QSE which is at least 100% owned by black people			
Enterprises located in a specific District for work to be done or services to be rendered in that District (Proof of residence to be attached)	10	10	20