

5/2/2/1- DALRRD 0016 (2023/2024)

APPOINTMENT OF A SERVICE PROVIDER TO ASSIST IN THE EXTENSION OF SCOPE OF ACCREDITATION ON CHEMISTRY TEST METHOD AND TECHNIQUES, AND TO TRAIN PERSONNEL ON METHOD DEVELOPMENT AND QUALITY MANAGEMENT SYSTEM TECHNIQUES FOR A PERIOD OF 24 MONTHS.

CLOSING DATE: 24 NOVEMBER 2023 @ 11:00

NB: THERE WILL BE A COMPULSORY BRIEFING SESSION.

PRETORIA

DATE: 03 November 2023

VENUE: Agriculture Place Building, 20 Steve Biko Street, Arcadia, Pretoria, 0001

TIME: 10:00

WESTERN CAPE

DATE: 08 NOVEMBER 2023

VENUE: Agricultural Products Laboratories South and Liquor Products Laboratories, Polkadraai Road, Stellenbosch, 7600, Western Cape

TIME: 10:00

TECHNICAL ENQUIRIES : Ms Xoliswa Tlali
TEL : (021) 809 1643
EMAIL : XoliswaT@Dalrrd.gov.za

BID RELATED ENQUIRIES : Ms G Maleka / N Zwane
TEL : (012) 312 8372/8386
EMAIL: : Gertrude.Maleka@dalrrd.gov.za ; NokuthulaZW@Dalrrd.gov.za

NB: BID CLOSING ADDRESS:
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT,
600 LILLIAN NGOYI STREET, PRETORIA

LA 1.1



agriculture, land reform & rural development

Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

Chief Directorate: Supply Chain and Facilities Management Services: **Sub-Directorate:** Demand and Acquisition Management Services: **Enquiries:** Mr Abie Olyn: **Tel:** (012) 312 8383

YOU ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT

BID NUMBER: 5/2/2/1- DALRRD 0016(2023/2024)

CLOSING TIME: 11H00

CLOSING DATE: 24 NOVEMBER 2023

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE AS A RULE WILL NOT BE ACCEPTED FOR CONSIDERATION

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), SBD1, SBD4, Credit Instruction forms, terms of reference.
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.
4. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
5. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **failure to comply will disqualify your proposal**

Yours faithfully

SIGNED
BIDS MANAGEMENT
DATE: 27 OCTOBER 2023

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

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

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

**24. Anti-dumping
and countervailing
duties and rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	5/2/21- DALRRD 0016(2023/2024)	CLOSING DATE:	24 NOVEMBER 2023	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO ASSIST IN THE EXTENSION OF SCOPE OF ACCREDITATION ON CHEMISTRY TEST METHOD AND TECHNIQUES, AND TO TRAIN PERSONNEL ON METHOD DEVELOPMENT AND QUALITY MANAGEMENT SYSTEM TECHNIQUES FOR A PERIOD OF 24 MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT					
600 LILLIAN NGOYI STREET,					
PRETORIA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Gertrude Maleka/ Nokuthula Zwane		CONTACT PERSON	Ms Xoliswa Tlali	
TELEPHONE NUMBER	(012)312 8372/8386		TELEPHONE NUMBER	(021) 809 1643	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Gertrude.Maleka@dalrrd.gov.za , NokuthulaZW@Dalrrd.gov.za		E-MAIL ADDRESS	XoliswaT@dalrrd.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 OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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."</p>

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

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

.....
Signature Date

.....
Position Name of bidder

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

BID PROCESS (EQUAL OR BELOW R 50 MILLION)

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. 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 tender 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;
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and
- (f) "Historically Disadvantaged individuals" means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation -
- Before 27 April 1994; or
 - On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.

2. GENERAL CONDITIONS

2.1 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

2.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 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.

2.3 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.

2.4 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

2.5 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.

2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.

2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.

2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Agriculture, Land Reform and Rural Development, will not be awarded points for specific goals.

2.9 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.

2.10 Tenderers who wish to claim points in terms of the table in paragraph 2.12 below need to provide proof for each point claimed as guided below:

2.10.1 Historically Disadvantaged individuals (HDI):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.2 Who is female:

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.3 Who has a disability:

- **Attach a certified copy or original doctor’s letter confirming the disability.**

2.10.4 Who is youth (a person that is not older than 35 years on the closing date of a bid):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.11 The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.

2.12 **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)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	2		
V. Specific goal: Promotion of South African owned enterprises	3		

The number of points claimed for specific goals, are calculated as follow:

- (I) A maximum of 8 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:
 - **Percentage ownership equity** $\times 8 \div 100 =$ number of points claimed.
- (II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:
 - **Percentage ownership equity** $\times 5 \div 100 =$ number of points claimed.
- (III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:
 - **Percentage ownership equity** $\times 2 \div 100 =$ number of points claimed.
- (IV) A maximum of 2 points may be allocated to tenderers who are youth, on the following basis:
 - **Percentage ownership equity** $\times 2 \div 100 =$ number of points claimed.
- (V) A maximum of 3 points may be allocated to tenderers for locality, on the following basis:
 - **Percentage ownership equity** $\times 3 \div 100 =$ number of points claimed.

2.13 It is important to note that failure by a tenderer to complete the table in paragraph 2.12 in full, will result in points for specific goals not to be allocated.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

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 points is allocated for price on the following basis:

80/20

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table in paragraph 2.12 above 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.

4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.

4.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.

4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.

5. SUB-CONTRACTING

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

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

5.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted:%
- ii) The name of the sub-contractor:
- iii) Points claimed for HDI by the sub-contractor:

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1. Name of company/firm:

6.2. Company registration number:

6.3. 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]

6.4. 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.

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>	
SURNAME AND NAME:
DATE:
ADDRESS:



APPOINTMENT OF A SERVICE PROVIDER TO ASSIST IN THE EXTENSION OF SCOPE OF ACCREDITATION ON CHEMISTRY TEST METHOD AND TECHNIQUES, AND TO TRAIN PERSONNEL ON METHOD DEVELOPMENT AND QUALITY MANAGEMENT SYSTEM TECHNIQUES FOR A PERIOD OF 24 MONTHS.

1. INTRODUCTION

- 1.1. This bid represents the requirements of the Department of Agriculture, Land Reform and Rural Development (DALRRD) for the appointment of a service provider/supplier(s) to fast-track the chemistry expansion of scope of accreditation of food testing government laboratories in DALRRD.
- 1.2. The submitted bid should indicate by responding to the terms of reference outlined in this document and giving details of how the services offered will achieve all the objectives of the project towards attainment of accreditation for the food testing laboratories in DALRRD within the stipulated time frames and contractual obligations of this project.
- 1.3. The project for fast-tracking the chemistry expansion of scope of accreditation of food testing laboratories in DALRRD aims to achieve the stated objectives and build capacities within these laboratories for effective sustenance of the accreditation status thereafter.
- 1.4. The successful supplier(s) (hereafter referred to as “the contractor”), will be responsible to fast-track accreditation of food testing government laboratories in DALRRD as stipulated in this requirement.

2. SCOPE OF WORK

2.1 SERVICES REQUIRED BY THE CHEMISTRY FOOD TESTING LABORATORY IN THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT (DALRRD) IN PRETORIA.

2.1.1 The scope of test methods to be accredited in this facility are;

For April 2023 to March 2024 financial year

2.1.1.1 Determination of pesticides residue in agricultural products of plant origin – Gas Chromatograph with Triple Quadrupole Detector system (GC-MSMS)

2.1.1.2 Determination of pesticides residue in agricultural products of plant origin – Liquid Chromatograph with Triple Quadrupole Detector system (LC-MSMS)

2.1.1.3 Determination of moisture in dried fruits (gravimetric method)

2.1.1.4 Determination of sulphur dioxide in dried fruits (titrimetric method)

For April 2024 to March 2025 financial year

- 2.1.1.5 Determination of total fat content in food dressings, fat content in milk, dried milk, dried milk products, cream, skimmed milk, whey and butter milk, cheese (gravimetric methods)
 - 2.1.1.6 Determination of salt content in butter (titrimetric method)
 - 2.1.1.7 Determination of moisture content in butter (gravimetric method)
 - 2.1.1.8 Determination of total solids in milk, cream, evaporated milk, cheese and processed cheese (gravimetric method)
 - 2.1.1.9 Determination of acetic acid in vinegar (titrimetric method)
 - 2.1.1.10 Determination of oxidation value in vinegar (titrimetric method)
 - 2.1.1.11 Determination of moisture content in honey (gravimetric method)
 - 2.1.1.12 Determination of ash content in honey (gravimetric method)
 - 2.1.1.13 Determination of total solids in bread (gravimetric method)
 - 2.1.1.14 Determination of nitrogen content (protein) in milk (Kjeldhal method)
- 2.1.2 Preparation of the facility for accreditation of test methods indicated in 2.1.1 entails the following steps;**
- 2.1.2.1 Assessment of the existing quality system (covering general, structural, resource, process and management system requirements) in relation to accreditation standard ISO/IEC 17025: 2017 to identify any gaps/non-compliances to the standard.
 - 2.1.2.2 Formulation and implementation of corrective actions to close all gaps/non-compliances identified by step 2.1.2.1 above.
 - 2.1.2.3 Provide guidance, mentoring and coaching to the facility personnel during the implementation of all corrective actions identified in step 2.1.2.2 above.
 - 2.1.2.4 Re-assessment of the quality system (covering general, structural, resource, process and management system requirements) post the implementation of corrective actions to rectify gaps/non-compliances identified in 2.1.2.1.
 - 2.1.2.5 Final preparation of the facility to ensure readiness for an accreditation assessment by the South African National Accreditation System (SANAS), should entail a comprehensive audit of the quality system (covering general, structural, resource, process and management system requirements) for all test methods listed in 2.1.1 above.
- 2.1.3 Structured training should also be provided to facility personnel to address topics listed below. Synchronised with the structured training to be provided, the guidance, mentoring and coaching should be provided throughout the engagement with facility personnel during the implementation of the project.**
- 2.1.3.1 Training of 3 personnel in General Laboratory Practices/Basic Laboratory Techniques for Chemistry
 - 2.1.3.2 Training of 18 personnel in ISO/IEC 17025: 2017 Quality Management System
 - 2.1.3.3 Training of 15 personnel in documenting the ISO/IEC 17025: 2017 Quality Management System
 - 2.1.3.4 Training of 14 personnel in conducting Internal Audit for the ISO/IEC 17025: 2017 Quality Management System
 - 2.1.3.5 Training of 14 personnel to conduct Root Cause Analysis and Corrective Actions for ISO/IEC 17025: 2017 Quality Management System

- 2.1.3.6 Training of 14 personnel in Laboratory Risk Management in accordance to ISO/IEC 17025: 2017 Quality Management System
 - 2.1.3.7 Training of 2 personnel to conduct Management Review for the ISO/IEC 17025: 2017 Quality Management System
 - 2.1.3.8 Training of 14 personnel in Statistical Method Validation and Uncertainty Measurement for testing laboratories according to ISO/IEC 17025: 2017 Quality Management System
 - 2.1.3.9 Training of 8 personnel in Method Development for chromatographic techniques (gas and liquid)
 - 2.1.3.10 Training of 10 personnel in Method Development for gravimetric techniques
 - 2.1.3.11 Training of 10 personnel in Method Development for titrimetric techniques (neutralisation, back titration, gravimetric)
 - 2.1.3.12 Training of 5 personnel in Method Development for spectroscopic techniques (Inductively Coupled Plasma with Mass Spectrometer)
- 2.1.4 Methodology and approach for carrying out activities mentioned in 2.1.1, 2.1.2 and 2.1.3**
- 2.1.4.1 The proposal must define key phases of the project in accordance with the project deliverables mentioned in all items of 2.4.1, 2.4.2 and 2.4.3 below.
 - 2.1.4.2 The required level of engagement with project stakeholders as defined in item 4.1 must be explained in the proposal to ensure smooth and successful implementation of the project in all laboratories.
 - 2.1.4.3 The proposal should also detail the content of project activities and tasks with related durations thereof.
 - 2.1.4.4 Information collection tools like, plans, schedules, reports for (audits, quality system assessments, training assessments, corrective actions, etc), presentations, agendas, minutes of meetings, training materials/notes, competency assessment results and training certificates.
 - 2.1.4.5 Reporting on activities mentioned in 2.1.1, 2.1.2 and 2.1.3
 - 2.1.4.6 The proposal must include templates with table of contents for reports on (i) quality system assessment, (ii) corrective action implementation, (iii) quality system re-assessment, (iv) quality system audit, and (v) mentoring and coaching reports.
 - 2.1.4.7 All correspondence and documents be in English (United Kingdom) version. Fonts in all documents to be in Arial 12 with spacing of 1,5 and footer page numbers (format page x of y) in pages. All documents to be produced using the latest Microsoft office package (which is compatible with at least 2016 Microsoft office package)
 - 2.1.4.8 The proposal must indicate potential submission dates aligned to item 2.1.6 below and the preferred of modes of submission e.g., electronic only, hard copies only or both electronic and hard copies.
 - 2.1.4.9 Reporting lines as prescribed in item 4.2 below in this document.
- 2.1.5 Reporting on activities mentioned in 2.1.1, 2.1.2 and 2.1.3**
- 2.1.5.1 The proposal must include templates with table of contents for reports on (i) quality system assessment, (ii) corrective action implementation, (iii) quality

system re-assessment, (iv) quality system audit, and (v) mentoring and coaching reports.

- 2.1.5.2 All correspondence and documents be in English (United Kingdom) version. Fonts in all documents to be in Arial 12 with spacing of 1,5 and footer page numbers (format page x of y) in pages.
- 2.1.5.3 All documents to be produced using the latest Microsoft office package (which is compatible with at least 2016 Microsoft office package)
- 2.1.5.4 The proposal must indicate potential submission dates aligned to item 2.1.6 below and the preferred modes of submission e.g., electronic only, hard copies only or both electronic and hard copies.
- 2.1.5.5 Reporting lines as prescribed in item 4.2 below in this document.

2.1.6 **Workplan for activities mentioned in 2.1.1, 2.1.2 and 2.1.3**

- 2.1.6.1 The proposal should outline all the activities and resources required to successfully achieve the project's objectives.
- 2.1.6.2 The summary of the anticipated work and time schedule based on the.
 - I. situational analysis of each laboratory's circumstances,
 - II. proposed implementation methodology for various activities
 - III. reporting and communication requirements

2.2 **SERVICES REQUIRED BY THE CHEMISTRY FOOD TESTING LABORATORIES IN THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT (DALRRD) IN STELLENBOSCH.**

2.2.1 **The scope of test methods to be accredited in this facility are;**

For April 2023 to March 2024 financial year

- 2.2.1.1 Method for determination of alcohol content in liquor products - by pycnometer.
- 2.2.1.2 Determination of sulphur dioxide (free and total) in liquor products – using the distillation technique.
- 2.2.1.3 Determination of volatile acidity in liquor products – using the distillation technique.
- 2.2.1.4 Determination of residual sugars in liquor products – using the titrimetric technique.

For April 2024 to March 2025 financial year

- 2.2.1.5 Determination of pesticides residue in agricultural products of plant origin – using Liquid Chromatograph with Triple Quadrupole Detector system (LC-MSMS).
- 2.2.1.6 Determination of alcohol content, sulphur dioxide (free and total), residual sugars, volatile acidity and total acidity in liquor products – using the spectrophotometric technique.
- 2.2.1.7 Determination of heavy metals in wines – using inductively coupled plasma with optical emission spectrophotometer or atomic absorption spectrophotometer (ICP-OES).

2.2.2 **Preparation of the facility for accreditation of test methods included in 2.2.1 entails the following steps.**

- 2.2.2.1 Assessment of the existing quality system (covering general, structural, resource, process and management system requirements) in relation to

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accreditation standard ISO/IEC 17025: 2017 to identify any gaps/non-compliances to the standard.

- 2.2.2.2 Formulation and implementation of corrective actions to close all gaps/non-compliances identified by step 2.2.2.1 above.
- 2.2.2.3 Provide guidance, mentoring and coaching to the facility personnel during the implementation of all corrective actions identified in step 2.2.2.2 above.
- 2.2.2.4 Re-assessment of the quality system (covering general, structural, resource, process and management system requirements) post the implementation of corrective actions to rectify gaps/non-compliances identified in 2.2.2.1.
- 2.2.2.5 Final preparation of the facility to ensure readiness for an accreditation assessment by the South African National Accreditation System (SANAS), should entail a comprehensive audit of the quality system (covering general, structural, resource, process and management system requirements) for all test methods listed in 2.2.1 above.

2.2.3 Structured training should also be provided to facility personnel to address topics listed below. Synchronised with the structured training to be provided, the guidance, mentoring and coaching should be provided throughout the engagement with facility personnel during the implementation of the project.

- 2.2.3.1 Training of 19 personnel in General Laboratory Practices/Basic Laboratory Techniques for Chemistry.
- 2.2.3.2 Training of 23 personnel in ISO/IEC 17025: 2017 Quality Management System
- 2.2.3.3 Training of 10 personnel in documenting the ISO/IEC 17025: 2017 Quality Management System
- 2.2.3.4 Training of 10 personnel in conducting Internal Audit for the ISO/IEC 17025: 2017 Quality Management System
- 2.2.3.5 Training of 10 personnel to conduct Root Cause Analysis and Corrective Actions for ISO/IEC 17025: 2017 Quality Management System
- 2.2.3.6 Training of 10 personnel in Laboratory Risk Management in accordance to ISO/IEC 17025: 2017 Quality Management System
- 2.2.3.7 Training of 2 personnel to conduct Management Review for the ISO/IEC 17025: 2017 Quality Management System
- 2.2.3.8 Training of 10 personnel in Statistical Method Validation and Uncertainty Measurement for testing laboratories according to ISO/IEC 17025: 2017 Quality Management System
- 2.2.3.9 Training of 6 personnel in Method Development for chromatographic techniques (gas and liquid)
- 2.2.3.10 Training of 8 personnel in Method Development for gravimetric techniques
- 2.2.3.11 Training of 8 personnel in Method Development for titrimetric techniques (neutralisation, back titration, gravimetric)
- 2.2.3.12 Training of 5 personnel in Method Development for spectroscopic techniques (Inductive Coupled Plasma with Optical Emission Spectroscopy)

2.2.4 Methodology and approach for carrying out activities mentioned in 2.2.1, 2.2.2 and 2.2.3

2.2.4.1 The proposal must define key phases of the project in accordance with the project deliverables mentioned in all items of 2.4.1, 2.4.2 and 2.4.3 below.

2.2.4.2 The required level of engagement with project stakeholders as defined in item 4.1 must be explained in the proposal to ensure smooth and successful implementation of the project in all laboratories.

2.2.4.3 The proposal should also detail the content of project activities and tasks with related durations thereof.

2.2.4.4 Information collection tools like, plans, schedules, reports for (audits, quality system assessments, training assessments, corrective actions, etc), presentations, agendas, minutes of meetings, training materials/notes, competency assessment results and training certificates.

2.2.5 Reporting on activities mentioned in 2.2.1, 2.2.2 and 2.2.3

2.2.5.1 The proposal must include templates with table of contents for reports on (i) quality system assessment, (ii) corrective action implementation, (iii) quality system re-assessment, (iv) quality system audit, and (v) mentoring and coaching reports.

2.2.5.2 All correspondence and documents be in English (United Kingdom) version. Fonts in all documents to be in Arial 12 with spacing of 1,5 and footer page numbers (format page x of y) in pages.

2.2.5.3 All documents to be produced using the latest Microsoft office package (which is compatible with at least 2016 Microsoft office package)

2.2.5.4 The proposal must indicate potential submission dates aligned to item 2.2.6 below and the preferred modes of submission e.g. electronic only, hard copies only or both electronic and hard copies.

2.2.5.5 Reporting lines as prescribed in item 4.2 below in this document.

2.2.6 Workplan for activities mentioned in 2.2.1, 2.2.2 and 2.2.3

2.2.6.1 The proposal should outline all the activities and resources required to successfully achieve the project's objectives.

2.2.6.2 The summary of the anticipated work and time schedule based on the;

- I. Situational analysis of each laboratory's circumstances,
- II. Proposed implementation methodology for various activities,
- III. Reporting and communication requirements

2.3 SET OF PROFESSIONAL REQUIREMENTS FOR INDIVIDUALS AND TEAMS TO ENSURE A SUCCESSFUL PROJECT IMPLEMENTATION IN ALL LABORATORIES MENTIONED IN THIS DOCUMENT.

2.3.1 The type of work involved in the project entails practical implementation of the Quality Management System (QMS) and training (structured and unstructured/coaching or mentoring) of laboratory personnel.

2.3.1.1 Implementation of QMS entails assessment, auditing, drafting of procedures and implementation of the Quality Management System in accordance with the ISO/IEC 17025: 2017 standard.

- 2.3.1.2 Structured training will entail theoretical training as well as competency assessment for QMS, test method development for chemistry field.
- 2.3.1.3 Unstructured/coaching or mentoring of laboratory personnel for QMS, test method development for chemistry aims to equip personnel with practical capability to competently undertake tasks trained on in 2.5.1(ii).
- 2.3.2 Teams of the potential service provider should have individuals with demonstrable ability to train personnel and proven skills in;
 - 2.3.2.1 assessing, auditing, drafting of procedures and successful implementation of the Quality Management System based on the ISO/IEC 17025: 2017 standard in (chemistry) testing laboratories,
 - 2.3.2.2 method development for chemistry (gas and liquid chromatography with mass spectrometry techniques – for pesticides residue testing and testing of preservatives in foods, inductively coupled plasma (with optical emission spectrometry and mass spectrometer) and the atomic absorption spectrometry – for heavy metal analyses in food/liquor products, gravimetric technique – for moisture analyses in food products, titrimetric technique – for analyses of sulphur dioxide in food products, analyses of residual sugars in liquor products, distillation technique – for analyses of sulphur dioxide and volatile acidity in liquor products and alcohol determination in liquor products by pycnometric technique),
 - 2.3.2.3 provide at least three different laboratories as references where the QMS based on the ISO/IEC 17025: 2017 was successfully implemented.

2.4 SERVICE DELIVERABLES REQUIREMENTS

- 2.4.1 The project on fast-tracking accreditation of government food testing laboratories aims to attain expansion of scope of accreditation for the two laboratories (one in Pretoria and one in Stellenbosch) in the DALRRD.
- 2.4.2 The project should achieve successful expansion of scope of accreditation by adding the following test methods per facility.
 - 2.4.2.1 Fourteen test methods as listed in 2.1.1.1 to 2.1.1.14 for Agricultural Products Laboratories North in Pretoria.
 - 2.4.2.2 Seven test methods as listed in 2.2.1.1 to 2.2.1.7 for Agricultural Products Laboratories South and Liquor Products Laboratories in Stellenbosch.
- 2.4.3 The following are the desired achievements at different implementation stages of the project.
 - 2.4.3.1 Schedules and reports for assessments of the existing quality systems (covering general, structural, resource, process and management system requirements) in accordance to accreditation standard ISO/IEC 17025: 2017 to identify any gaps/non-compliances to the standard. Supported by approved assessment reports by the service recipients and chairperson of the project committee.
 - 2.4.3.2 The corrective action plans and implementation plans to close all gaps/non-compliances identified by step 2.1.2.1 to 2.1.2.4 and 2.2.2.1 to 2.2.2.4 above. Supported by approved gaps/non-compliance reports and corrective actions implementation reports by the service recipients and chairperson of the project committee.

- 2.4.3.3** The mentoring and coaching plans for the laboratories' personnel during the implementation of corrective actions identified in step 2.1.2.2 to 2.1.2.4 and 2.2.2.2 to 2.2.2.4 above. Supported by approved mentoring and coaching reports and corrective actions implementation reports by the service recipients and chairperson of the project committee.
- 2.4.3.4** Plans and reports on re-assessments of the quality systems (covering general, structural, resource, process and management system requirements) post the implementation of corrective actions to rectify gaps/non-compliances identified in 2.1.2.1 to 2.1.2.4 and 2.2.2.1 to 2.2.2.4 above. Supported by approved plans and reports on re-assessments of the quality systems (covering general, structural, resource, process and management system requirements) post the implementation of corrective actions. Approval by the service recipients and chairperson of the project committee.
- 2.4.3.5** Comprehensive audit reports for the quality systems of all the laboratories (covering general, structural, resource, process and management system requirements) for all test methods listed in 2.1.1.1 to 2.1.1.14 and 2.2.1.1 to 2.2.1.7 above. Supported by approved quality system audit reports of all the laboratories. Approval by the service recipients and chairperson of the project committee.
- 2.4.3.6** Trained a total of 22 personnel in General Laboratory Practices/Basic Laboratory Techniques for Chemistry from all laboratories with no less than 90% participants deemed competent.
- 2.4.3.7** Trained a total of 41 personnel in ISO/IEC 17025: 2017 Quality Management System from all laboratories with no less than 80% participants deemed competent.
- 2.4.3.8** Trained a total of 25 personnel in documenting the ISO/IEC 17025: 2017 Quality Management System from all laboratories with no less than 80% participants deemed competent.
- 2.4.3.9** Trained a total of 24 personnel in conducting Internal Audit for the ISO/IEC 17025: 2017 Quality Management System from all laboratories with no less than 90% participants deemed competent.
- 2.4.3.10** Trained a total of 24 personnel to conduct Root Cause Analysis and Corrective Actions for ISO/IEC 17025: 2017 Quality Management System from all laboratories with no less than 90% participants deemed competent.
- 2.4.3.11** Trained a total of 24 personnel in Laboratory Risk Management in accordance to ISO/IEC 17025: 2017 Quality Management System from all laboratories with no less than 90% participants deemed competent.
- 2.4.3.12** Trained a total of 4 personnel to conduct Management Review for the ISO/IEC 17025: 2017 Quality Management System from all laboratories with no less than 100% participants deemed competent.
- 2.4.3.13** Trained a total of 24 personnel in Statistical Method Validation and Uncertainty Measurement for testing laboratories according to ISO/IEC 17025: 2017 Quality Management System from all laboratories with no less than 90% participants deemed competent.

- 2.4.3.14** Trained a total of 14 personnel in Method Development for chromatographic techniques (gas and liquid) from all laboratories with no less than 90% participants deemed competent.
- 2.4.3.15** Trained a total of 18 personnel in Method Development for gravimetric techniques from all laboratories with no less than 90% participants deemed competent.
- 2.4.3.16** Trained a total of 18 personnel in Method Development for titrimetric techniques (neutralisation, back titration, gravimetric) from all laboratories with no less than 90% participants deemed competent.
- 2.4.3.17** Trained a total of 10 personnel in Method Development for flame atomic absorption spectrophotometric techniques from all laboratories with no less than 90% participants deemed competent.

3. MANDATORY REQUIREMENTS

NB: Failure to attend/submit/attach proof of the following requirements with the proposal will disqualify the bidder's proposal.

- 3.1** Bidders must attend a compulsory briefing session, Failure to attend the briefing session will result in disqualification.
- 3.2** Fully completed pricing schedule (SBD 3.3). A fully completed pricing schedule on the prescribed template must be submitted.
- 3.3** A team member must attach a copy of a valid certificate (indicating validity period) registered with the South African Council for Natural Science Professionals (SACNASP) as a Certificated Natural Scientist or Professional Natural Scientist in the Chemical Science field. The certificate must be valid at the time of the closing of the bid.
- 3.4** A team member must attach a copy of certificate of competence for technical auditors trained based on the ISO/IEC 17025 Standard.
- 3.5** Attach an organogram clearly outlining the proposed team members.

4. TAX COMPLIANCE REQUIREMENTS

- 4.1.** Bidders must ensure compliance with their tax obligations.
- 4.2.** Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- 4.3.** Application for tax compliance status (TCS) or pin may also be made via e-filing. in order to use this provision, taxpayers will need to register with sars as e-filers through the website www.sars.gov.za.
- 4.4.** Bidders may also submit a printed TCS together with the bid.
- 4.5.** In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate proof of TCS / PIN / CSD number.
- 4.6.** Where no TCS is available, but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.

Bids received from bidders with a non-compliant tax status may be disqualified with failure to update the Tax Status within 7 days.

5. SERVICE COMMUNICATION REQUIREMENTS

- 5.1. The Project Management Committee (PMC) constituted by Project Managers and their Deputies from each laboratory, the Chairperson and Deputy Chairperson for the project, Secretariats (one from each DALRRD laboratory site), Contact Person and the Deputy from the successful service provider company.
- 5.2. All correspondences shall be in writing addressed to the chairperson of the PMC or the designated contact person for the service provider company.
- 5.3. Minutes of all meetings held (physically or virtually) shall be recorded, accepted by the PMC and approved by the PMC Chairperson.
- 5.4. Draft agenda for the meetings shall be distributed at least three days prior to the meeting, except in cases of emergency meetings in which the agenda can be distributed at least 24 hours before the meeting.

6. PROJECT DURATION

- 6.1. The appointed service provider will be required to fast-track expansion of scope of accreditation of food testing government laboratories for a period of 24 months.

7. DELIVERY:

- 7.1. Services specified in this document must be provided at the below-mentioned addresses:

7.1.1 Agricultural Products Laboratories North

20 Steve Biko Street

Arcadia

Pretoria, 0001

Gauteng

7.1.2 Agricultural Products Laboratories South and Liquor Products Laboratories

Polkadraai Road

Stellenbosch, 7600

Western Cape

- 7.2 Pricing must include all services and related activities, travelling, accommodation and incidental costs (where applicable), production of hard copy and soft copy materials.
- 7.3 The service provider must determine all materials required to provide the defined services and materials which do not exist in the laboratory facility shall be identified during the preparation of the bid proposal and the list submitted with the final proposal. The missing materials shall be sourced by the supplier and the cost included in the bid pricing.

8 DIRECTIVES:

- 8.1 Bidders must be able to supply and deliver the required service as specified in the technical requirements of this bid.
- 8.2 The service provided by the successful bidder which fails to conform to the technical requirements will result in non-payment of such services until rectified accordingly and finalised within the stipulated project time frame.
- 8.3 Payment of services will only be processed on completion of the defined project milestones after the verification and acceptance of the deliverable by the recipients of the service and the project team/committee (composed of project managers for each laboratory facility and chairperson of the project committee).
- 8.4 Due to the technical nature of this project, all documents (reports, forms, training materials, certificates and presentations), all correspondence must be in English.
- 8.5 The service provider must submit a declaration indicating that all the services provided will comply with the specified requirements stated in the bid document.

9 EVALUATION OF THE BID

This bid shall be evaluated on the basis of functionality and in accordance with 80/20 preference point system as prescribed in the Preferential Procurement Regulations, 2022 as stipulated below.

9.1 First Stage -Evaluation of Functionality

This bid shall be evaluated on functionality as stipulated below. The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values. The applicable values that will be utilized when scoring each criterion ranges from **1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent.**

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHTS
RESOURCES	<p>The Service Provider must assemble a team of at least four professionals with a degree in chemistry and laboratory training experience at least 10 years' experience each (Attached copies of qualifications and detailed CV).</p> <p>The Evaluation Guide is as follows:</p> <ol style="list-style-type: none"> <li data-bbox="555 1272 1326 1384">I. Team comprising four professionals with a degree and less than five-year laboratory training experience in chemistry environment each. – Poor (1) <li data-bbox="555 1429 1326 1541">II. Team comprising four professionals with a degree qualification in chemistry and above five-year but less than 10 years laboratory training experience in chemistry environment each. – Average (2) <li data-bbox="555 1585 1326 1697">III. Team comprising four professionals with a degree qualification in chemistry and with ten-years laboratory training experience in chemistry environment each. – Good (3) <li data-bbox="555 1742 1326 1854">IV. Team comprising four professionals with a degree qualification in chemistry and more than ten up to fifteen years laboratory training experience in chemistry environment each. – Very Good (4) 	40

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHTS
	<p>V. <i>Team comprising four professionals with degree and with a degree qualification in chemistry and with more than fifteen years laboratory training experience in chemistry environment each. – Excellent (5)</i></p>	
<p>2. CAPABILITY (Proof of experience must be clearly and distinctly indicated)</p>	<p>Summary profile of previous success work performed by the company in laboratory experience in chemistry environment. At least five reference letters with contactable references should be attached to serve as proof for such experience. The reference letters must be in the company's letter head indicating the name of company where services were provided, include, the company's contact details (Contact Name, Email address, Telephone/Mobile number).</p> <p>The Evaluation Guide is as follows:</p> <p>I. <i>One to two reference letters on laboratory experience in chemistry environment projects with verifiable evidence – Poor (1)</i></p> <p>II. <i>Three to four reference letters on laboratory experience in chemistry environment projects with verifiable evidence – Average (2)</i></p> <p>III. <i>Five reference letters laboratory experience in chemistry environment with verifiable evidence –Good (3)</i></p> <p>IV. <i>Six to eight reference letters on laboratory experience in chemistry environment with verifiable evidence – Very Good 4)</i></p> <p>V. <i>Nine or more reference letters on laboratory experience in chemistry environment with verifiable evidence –Excellent (5)</i></p>	20
<p>3. METHODOLOGY AND PROJECT MANAGEMENT</p>	<p>A detailed methodology and work program of how the project deliverables will be executed. Please provide a process of conducting laboratory experience in chemistry environment.</p> <p>I. <i>The service provider's methodology and work program are not clearly defined Poor (1)</i></p>	40

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHTS
	<p>II. <i>The service provider's methodology and work program are fair and demonstrate little understanding on how to execute the project – Average (2)</i></p> <p>III. <i>The service provider's methodology and work program are clearly defined and demonstrate good understanding on how to execute the project –Good (3)</i></p> <p>IV. <i>The service provider's methodology and work program are clearly defined and demonstrate very good understanding on how to execute the project –Very Good (4)</i></p> <p>V. <i>The service provider's methodology and work program are Exceptional, demonstrate an exceptional understanding on how to execute the project, and includes some innovative ideas –Excellent (5)</i></p>	
		100

The Bids that fail to achieve a minimum of **60** points for functionality will be disqualified and will not be invited for the second stage of evaluations in accordance with specific goals and price as stipulated below.

9.2 Second Stage — Evaluation in terms of 80/20 preference point system as prescribed in the Preferential Procurement Regulations, 2022

(a) The following formula must be used to calculate the points out of 80 for price in respect of an invitation for a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes

$$Ps = 80 (1 - Pt - P \text{ min} / P \text{ min})$$

Where

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

(b) A maximum of 20 points may be awarded to a tenderer for being an HDI and/or subcontracting with as HDI and/or achieving any of the specified goals stipulated in Regulation 4.

(c) The points scored by tenderer in respect of the goals contemplated in sub-regulation (2) must be added to the points scored for price.

(d) Only the tender with the highest number of points scored may be selected.

9.3 Stipulation of preference point system to be used.

The department hereby stipulate the preference point system which will be applied in the adjudication of price quotations:

Historically disadvantaged individuals:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)
I. A person historically disadvantages by unfair distrimination on the basis of race: provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizen by birth or descent; who become citizen of the Republic of South Africa by Naturalisation- <ul style="list-style-type: none"> a) Before 27 April 1994 b) On or before 27 April 1994 and who would been entitled to acquire citizenship by naturalisation prior to the date 	8
II. Who is female	5
III. Who is disabled	2
V. Specific goal: Youth	2
V. Specific goal: Promotion of South African owned enterprises	3

Total point of price and HDIs must not exceed

100

10 ENQUIRIES.

Query	Name	Contact Details
Technical	Ms. Xoliswa Tlali	021 809 1643 XoliswaT@Dalrrd.gov.za
Bid related	Ms. Gertrude Maleka	BIDS Management (012) 312-8372 Gertrude Maleka @dalrrd.gov.za
	Ms. Nokuthula Zwane	012 312 8286 NokuthulaZW@Dalrrd.gov.za

11 PUBLICATION

- Departmental website
- National Treasury's E-portal
- Twenty-one (21) days.
- Compulsory briefing session

5/2/2/1- DALRRD 0016(2023/2024)

APPOINTMENT OF A SERVICE PROVIDER TO ASSIST IN THE EXTENSION OF SCOPE OF ACCREDITATION ON CHEMISTRY TEST METHOD AND TECHNIQUES, AND TO TRAIN PERSONNEL ON METHOD DEVELOPMENT AND QUALITY MANAGEMENT SYSTEM TECHNIQUES FOR A PERIOD OF 24 MONTHS.

CLOSING DATE: 24 NOVEMBER 2023 @ 11:00

NB: THERE WILL BE A COMPULSORY BRIEFING SESSION.

PRETORIA

DATE: 03 November 2023

VENUE: Agriculture Place Building, 20 Steve Biko Street, Arcadia, Pretoria, 0001

TIME: 10:00

WESTERN CAPE

DATE: 08 NOVEMBER 2023

VENUE: Agricultural Products Laboratories South and Liquor Products Laboratories, Polkadraai Road, Stellenbosch, 7600, Western Cape

TIME: 10:00

TECHNICAL ENQUIRIES : Ms Xoliswa Tlali
TEL : (021) 809 1643
EMAIL : XoliswaT@Dalrrd.gov.za

BID RELATED ENQUIRIES : Ms G Maleka / N Zwane
TEL : (012) 312 8372/8386
EMAIL : Gertrude.Maleka@Dalrrd.gov.za ; NokuthulaZW@Dalrrd.gov.za

NB: BID CLOSING ADDRESS:

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
600 LILLIAN NGOYI STREET, PRETORIA, 0001

FINANCIAL PROPOSAL PART 2 OF 2

APPOINTMENT OF A SERVICE PROVIDER TO ASSIST IN THE EXTENSION OF SCOPE OF ACCREDITATION ON CHEMISTRY TEST METHOD AND TECHNIQUES, AND TO TRAIN PERSONNEL ON METHOD DEVELOPMENT AND QUALITY MANAGEMENT SYSTEM TECHNIQUES FOR A PERIOD OF 24 MONTHS.

SBD 3.3

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.: DALRRD 00016(2023/2024)
CLOSING TIME 11:00	CLOSING DATE:24 NOVEMBER 2023

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

3. Other expenses (All materials required to provide the defined services and materials as per paragraph 7.3)

DESCRIPTION OF EXPENSE TO BE INCURRED	UNIT PRICE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
.....	R.....
.....	R.....
.....	R.....
.....	R.....
.....	R.....
.....	R.....

TOTAL: R.....

4. Period required for commencement with project after acceptance of bid
5. Estimated man-days for completion of project
6. Are the rates quoted firm for the full period of contract? *YES/NO

A: TESTING AND QUALITY MANAGEMENT

DESCRIPTION AS PER SCOPE OF WORK	DURATION	TOTAL COST
Four test methods report financial year 2023-2024 for Pretoria	Once off per financial year	R.....
Ten test methods report financial year 2024-2025 for Pretoria	Once off per financial year	R.....

Name of Bidder:

Four test methods report financial year 2023-2024 for Stellenbosch	Once off per financial year	R.....
Three test methods report financial year 2024-2025 for Stellenbosch	Once off per financial year	R.....
Schedules and reports for assessments of the existing quality systems	2 months for each financial year	R.....
The corrective action plans and implementation plans to close all gaps/non-compliances	4 months for each financial year	R.....
The mentoring and coaching plans for the laboratories' personnel during the implementation of corrective actions	2 months for each financial year	R.....
Plans and reports on re-assessments of the quality systems (covering general, structural, resource, process and management system requirements) post the implementation of corrective actions to rectify gaps/non-compliances	2 months for each financial year	R.....
Comprehensive audit reports for the quality systems of all the laboratories (covering general, structural, resource, process and management system requirements) for all test methods	2 months for each financial year	R.....
TOTAL COST EXCLUDING VAT		R.....
VAT 15%		R.....
TOTAL COST INCLUDING VAT		R.....

B: TRAININGS

ACTIVITIES	NUMBER OF TRAINEES	TOTAL COST
Trained a total of 22 personnel in General Laboratory Practices/Basic Laboratory Techniques for Chemistry from all four laboratories with no less than 90% participants deemed competent.	22	R.....
Trained a total of 41 personnel in ISO/IEC 17025: 2017 Quality Management System from all four laboratories with no less than 80% participants deemed competent.	41	R.....
Trained a total of 25 personnel in documenting the ISO/IEC 17025: 2017 Quality Management System from all four laboratories with no less than 80% participants deemed competent.	25	R.....

Name of Bidder:

ACTIVITIES	NUMBER OF TRAINEES	TOTAL COST
Trained a total of 24 personnel in conducting Internal Audit for the ISO/IEC 17025: 2017 Quality Management System from all four laboratories with no less than 90% participants deemed competent.	24	R.....
Trained a total of 24 personnel to conduct Root Cause Analysis and Corrective Actions for ISO/IEC 17025: 2017 Quality Management System from all four laboratories with no less than 90% participants deemed competent.	24	R.....
Trained a total of 24 personnel in Laboratory Risk Management in accordance to ISO/IEC 17025: 2017 Quality Management System from all four laboratories with no less than 90% participants deemed competent.	24	R.....
Trained a total of 4 personnel to conduct Management Review for the ISO/IEC 17025: 2017 Quality Management System from all four laboratories with no less than 100% participants deemed competent.	4	R.....
Trained a total of 24 personnel in Statistical Method Validation and Uncertainty Measurement for testing laboratories according to ISO/IEC 17025: 2017 Quality Management System from all four laboratories with no less than 90% participants deemed competent.	24	R.....
Trained a total of 14 personnel in Method Development for chromatographic techniques (gas and liquid) from all four laboratories with no less than 90% participants deemed competent.	14	R.....
Trained a total of 18 personnel in Method Development for gravimetric techniques from all four laboratories with no less than 90% participants deemed competent.	18	R.....
Trained a total of 18 personnel in Method Development for titrimetric techniques (neutralisation, back titration, gravimetric) from all four laboratories with no less than 90% participants deemed competent.	18	R.....
Trained a total of 10 personnel in Method Development for flame atomic absorption spectrophotometric techniques from all four laboratories with no less than 90% participants deemed competent.	10	R.....
TOTAL COST EXCLUDING VAT		R.....
VAT 15%		R.....
TOTAL COST INCLUDING VAT		R.....

Name of Bidder:

C: GRAND TOTALS

GRAND TOTALS	PRICES
A: TESTING AND QUALITY MANAGEMENT (<i>TOTAL COST INCLUDING VAT</i>)	R.....
B: TRAININGS (<i>TOTAL COST INCLUDING VAT</i>)	R.....
TOTAL BID PRICE	R.....

NB: prices must be fixed for the duration of the contract.

Any enquiries regarding bidding procedures may be directed to the –

Query	Name	Contact Details
Technical	Ms. Xoliswa Tlali	021 809 1643 XoliswaT@Dalrrd.gov.za
Bid related	Ms. Gertrude Maleka	BIDS Management (012) 312-8372 Gertrude Maleka @dalrrd.gov.za
	Ms. Nokuthula Zwane	012 312 8286 NokuthulaZW@Dalrrd.gov.za