



**KWAZULU-NATAL PROVINCE**  
**AGRICULTURE AND RURAL DEVELOPMENT**  
**REPUBLIC OF SOUTH AFRICA**

**INVITATION OF QUOTATION**

THIS FORM SHOULD BE COMPLETED IN DETAIL AND SHOULD BE ACCOMPANIED BY A **VALID TAX COMPLIANCE STATUS PIN AND VALID BBBEE VERIFICATION CERTIFICATE/AFFIDAVIT**

QUOTATION NUMBER: R/S/2122/1762	VALIDITY PERIOD OF QUOTATION..... Days (To be completed by the Supplier)
CLOSING DATE: 29/04/2022	CLOSING TIME: <b>11:00</b>
DESCRIPTION(SPECIFICATION/S) OF ITEMS/ SERVICE REQUIRED: REQUEST FOR PROPOSAL TO COLLECT AND RECYCLE E-WASTE FOR DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT IN CEDARA	COMPANY NAME:  TEL NO: FAX NO:  CONTACT PERSON:  <b>CSD REG NUMBER</b> <b>MAAA.....</b>
<b>SITE BRIEFING DETAILS:</b> <b>DATE: 25/04/2022</b> <b>VENUE: SOIL SCIENCE BOARDROOM (CEDARA)</b> <b>TIME: 10:00 AM</b>	
DOES OFFER COMPLY WITH SPECIFICATION?	YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DOES ARTICLE COMPLY WITH SABS SPECIFICATION? HAS IT BEEN INSPECTED BY SABS?	YES/NO YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DELIVERY PERIOD AFTER INITIAL ORDER?	
IS THE PRICE FIRM	
WHERE ARE THE STOCK HELD? (PHYSICAL ADDRESS , PLEASE)	
QUOTATION PRICE INCLUDING VAT (VAT TO BE ADDED BY REGISTERED VAT VENDORS ONLY)	TOTAL: R .....
COMPANY OFFICIAL STAMP (COMPULSORY)	..... SIGNATURE OF BIDDER  ..... DATE
Number of pages faxed back to the Department	.....(Supplier to complete)
Quotation to be returned to: <b>01 Cedara Rd, Supply Chain Management offices</b>	
<b>To be deposited in the tender box</b>	
<b>Tel. No: 033 343 8111</b>	
NUMBER OF PAGES FAXED BACK TO THE DEPARTMENT BY THE SUPPLIER	..... (Supplier to complete)
NB: ATTACHED SBD FORMS MUST BE COMPLETED IN FULL THIS QUOTATION COVER PAGE MUST BE COMPLETED AND RETURNED WITH ALL YOUR QUOTATION DOCUMENTS.	

## TERMS OF REFERENCE

### REQUEST FOR PROPOSAL TO COLLECT AND RECYCLE E-WASTE FOR DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT IN CEDARA

#### 1. BACKGROUND

- 1.1. Department is committed to reducing its potential impact on the surrounding environment through the use of one of the waste management hierarchy principles. E Waste (E.g. Electronic equipment) are mostly consumable as they are highly used for administrative duties.
- 1.2. Department is focusing on a shift from the waste disposal to a waste minimization, separation at source, recovery and recycle. All help to cut down on the amount of waste we throw away. They conserve natural resources, landfill space and energy.

#### 2. PURPOSE

- 2.1. The purpose of this request is to appoint a service provider for the collection, transportation and recycling E-Waste materials identified by the department.

#### 3. OBJECTIVES

- 3.1. The department endeavours to reduce consumption of goods that generate waste and maximize the recycling with the ultimate goal of zero waste to landfill.

#### 4. SCOPE OF SERVICE AND DELIVERABLES

- 4.1. During the term of the contract the service provider will collect and recycle the E-Waste from **Cedara Head Office** and in **All District Offices**. The service provider will be required to render the following services:
  - 4.1.1. The appointed service provider to identify a Revenue Generating Strategy to recoup some funds to the department on the disposal of Electronic equipment.
  - 4.1.2. The appointed service provider must provide equipment (waste handlers) that collect recyclable waste;
  - 4.1.3. The service provider is expected to collect the waste at a specific interval and frequency;
  - 4.1.4. Provision and control of service provider personnel and vehicles for the collection of waste,

- 4.1.5. Ensuring E-Wastes is properly managed and recycled;
- 4.1.6. Proper precautionary measures must be taken to ensure that recyclable waste/debris are not scattered and littering while skips are collected and in transit;
- 4.1.7. Provide statistics of the recycled waste and the cost associated with the recycling.
- 4.1.8. Comply with National Environmental Waste Act 59 of 2008 and Departmental policies applicable to waste Management.
- 4.1.9. Valid Waste License/Permit from the competent authority
- 4.1.10. Valid Certificate of Waste Treatment Facility or Agreement with Waste Treatment Facility or Agreement with the facility owners
- 4.1.11. Valid Waste Transporter Certificate from the competent authority

**Bidders should note that the department requirements are not limited to this list and therefore reserves the right to add to this list as and when required.**

## **SPECIAL TERMS AND CONDITIONS**

### **REQUEST FOR PROPOSAL TO COLLECT AND RECYCLE E-WASTE FOR DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT IN CEDARA**

#### **INTRODUCTION**

- (a) Tenderers must ensure that they are fully aware of all the Terms and Conditions contained in this Proposal document.**
- (b) Only tenderers that fully meet the prequalification shall be considered.**

#### **1. ACCEPTANCE OF BID**

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

#### **2. AMENDMENT OF CONTRACT**

- 2.1. Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties, subject to the Department of Agriculture and Rural Development delegated official or committee approval.

#### **3. AWARD**

- 3.1. The award is for Cedara Head Office and will be to one (1) service provider.
- 3.2. The contract must be awarded to the tenderer that scored the highest points for functionality.
- 3.3. If two or more tenderers score equal total points in functionality, the department might call for oral presentation.
- 3.4. If two or more tenderers score equal total points in all respects, the award shall be decided by the drawing of lots

#### **4. BASIS AND QUANTITIES**

- 4.1. Quantities are **NOT** reflected on this document

#### **5. BBBEE CERTIFICATE**

- 5.1. A bidder claiming BBBEE points must submit a valid BBBEE certificate or a sworn affidavit together with the bid.
- 5.2. A copy of the BBBEE certificate or a sworn affidavit shall be kept on file for each successful bidder for the duration of the validity of the BBBEE Rating. An updated compliant certificate shall be a minimum requirement throughout the duration of the contract. The Department shall not do business with any company that fails to provide an updated certificate or valid affidavit.

## **6. CERTIFICATE OF COMPLIANCE**

- 6.1. Where applicable, it is mandatory for service providers to provide the applicable compliance Certificate/s (e.g. Comply with National Environmental Waste Act 59 of 2008 and Departmental policies applicable to waste Management.)
- 6.2. Valid Waste License/Permit from the competent authority
- 6.3. Valid Certificate of Waste Treatment Facility or Agreement with Waste Treatment Facility or Agreement with the facility owners

## **7. CHANGE OF ADDRESS**

- 7.1. Bidders must advise the Department of Agriculture and Rural Development Supply Chain Management, Contract Administration should their ownership or address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

## **8. COMPETENCY OF THE SERVICE PROVIDER**

- 8.1. It shall be vital for the appointed supplier to have sufficient financial resources and capacity to finance and execute as per terms and conditions of the contract.

## **9. COUNTER OFFERS**

- 9.1. Counter offers shall not be considered.

## **10. DETAILS OF CONTRACTS AWARDED TO THE BIDDER (PAST/CURRENT) (ANNEXURE B)**

- 10.1. The bidder must furnish the following details of verifiable past and current contracts
  - (i) Date of commencement of contract/s;
  - (ii) Value per contract; and
  - (iii) Contract details. That is, with whom held, phone number and address/s of the companies.

## **11. ENTERING OF DEPARTMENTAL OFFICES**

- 11.1. No representative from a company shall be permitted to enter Departmental premises, buildings or containers where stores are kept unless he/ she is accompanied by the responsible official in charge of stores.

## **12. EQUAL BIDS**

- 12.1. If two or more tenderers score an equal total number of points on functionality is part of the evaluation process, the contract must be awarded to the tenderer that scored the highest points for functionality.
- 12.2. If two or more tenderers score equal total points in all respects, the award shall be decided by the drawing of lots.

### **13. IRREGULARITIES**

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

### **14. JOINT VENTURES**

- 14.1. In terms of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act 5 of 2000, a trust, consortium or joint venture must submit a consolidated BBBEE Status Level Verification Certificate for every separate bid.
- 14.2. Should this Proposal be submitted by a joint venture, the joint venture agreement must accompany the Proposal document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 14.3. The non-submission of a BBBEE Certificate by a trust, consortium or joint venture shall result in zero (0) preference points being allocated for evaluation purposes.
- 14.4. Each party to a Joint Venture/ Consortium must submit an original valid Tax Clearance Certificate together with the Proposal before the closing date and time of bid.
- 14.5. The joint venture or consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the joint venture or consortium, nomination of an authorised person to represent the joint venture or consortium in all matters relating to this Proposal and the details of the bank account for payments to be effected.
- 14.6. The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive.

### **15. LATE BID PROPOSAL**

- 15.1. Bids are late if they are received at the address indicated in the Proposal documents after the closing date and time.
- 15.2. A late Proposal shall not be considered and, where practical, shall be returned unopened to the Bidder, accompanied by an explanation.

### **16. NOTIFICATION OF AWARD OF BID**

- 16.1. The successful bidder shall be notified of the intention to award via an advert in the same media as the invitation to bid.

### **17. PERIOD OF CONTRACT**

- 17.1. The contract period is five (5) years

## **18. SPECIAL CONDITIONS OF CONTRACT**

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

## **19. SUPPLIERS DATABASE REGISTRATION**

- 19.1. A bidder submitting an offer must be registered on the Central Suppliers Database at National Treasury. A bidder who has submitted an offer and is not registered on the Central Suppliers Database shall not be considered at the time of award. No pending registrations shall be considered.

- 19.2. A Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

**NB: IF A BIDDER IS FOUND TO BE EMPLOYED BY THE STATE AND IS ON THE CENTRAL SUPPLIERS DATABASE, THE BIDDER SHALL BE DISQUALIFIED.**

## **20. TAX AND DUTIES**

- 20.1. During quotation stage, prices offered and paid must include all customs, excise and import duties, and any other tariffs or taxes levied by the government or statutory body having jurisdiction on the goods provided under this contract, including Value Added Tax (applicable at the current rate).

## **21. TAX COMPLIANCE PIN**

- 21.1. The bidder must submit a valid Tax Compliance Pin with the bid. Bidders should note that their tax compliance status shall be verified through the Central Supplier Database and SARS.
- 21.2. Where a Tax Compliance Pin is not submitted with the bid, the Department shall use the Central Supplier Database to verify the tax matters of the bidder.

## **22. UNSATISFACTORY PERFORMANCE**

- 22.1. Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- (i) The Departmental official shall warn the contractor in writing that action shall be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning, the official shall:
- (a) Take action in terms of its delegated powers; and
- (b) Make a recommendation to the Accounting Officer for cancellation of

the contract concerned.

- (ii) When correspondence is addressed to the contractor, reference shall be made to the contract number/item number/s and an explanation of the complaint.

### **23. VALIDITY PERIOD OF BID AND EXTENSION THEREOF**

- 23.1. The validity (binding) period for the bid shall be 120 days from close of bid. However, circumstances may arise whereby the Department may request bidders to extend the validity (binding) period.
- 23.2. Should this occur, the Department shall request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request shall be done before the expiry of the original validity (binding) period.



## **BID EVALUATION CRITERIA**

All bids received shall be evaluated on the following:

1. Only bids that meet the Special Terms and Conditions in all aspects as stipulated in the Proposal document shall be considered.
2. **Correctness of information:**
  - 2.1. All information required in the Proposal document must be accurate and duly completed including all the appropriate signatures.
  - 2.2. The Department reserves the right to verify all information submitted.
  - 2.3. Non-compliance with the above shall result in elimination from further processes.
3. **Compulsory administrative compliance requirements that must be submitted with the bid:**
  - a) Central Suppliers Database registration number;
  - b) Certified Copies of the Identity documents for company members/service providers;
  - c) A certified copy of a valid BBEE certificate or valid sworn affidavit
  - d) Documentary proof of bidder being an EME;
  - e) Documentary proof of bidder's experience/**references** in support of **Annexure B**;
  - f) Original signed consent form in terms of the Protection of Personal Information Act 4 of 2013 (POPIA)
  - g) Valid Waste License/Permit from the competent authority
  - h) Valid Certificate of Waste Treatment Facility or Agreement with Waste Treatment Facility or Agreement with the facility owners
  - i) Valid Waste Transporter Certificate from the competent authority
  - j) In case of Joint Venture, JV agreements signed by both parties must be submitted.

NB. Non-submission of any of the above documents shall result in disqualification.

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

## 24. FUNCTIONALITY EVALUATION CRITERIA

- 4.1. The Proposal documents shall be evaluated individually on score sheets, by a representative evaluation, according to the below mentioned evaluation criteria.
- 4.2. All service providers who score less than **minimum functionality score of (80 points)** shall not be considered for this bid.

	FUNCTIONALITY EVALUATION CRITERIA	Max Points	Evidence
EXPERIENCE	The bidder must proof that they have the experience in similar projects that were successfully completed by the company. Each completion Certificate will be allocated <b>5 points to maximum of 15 points</b>	15	Completion Certificate  In support of  <b>Annexure B</b>
PROJECT PLAN	The bidder must provide an implementation plan which details how the service will be carried out.	50	<p>Bidder must provide general methodology how they will be collecting assets, destruction, sale of products or assets = 5 points</p> <p>The bidder should disclose timeframes from when the department indicates we have e-waste to be collected and when they will collect = 10 points</p> <p>The bidder should disclose a methodology how they will ensure data clearance and certificates are issued for each asset = 10 points</p> <p>The bidder should indicate how the assets will be disposed of in terms of regulations or sales = 10 points</p> <p>The bidder should indicate how they will identify revenue collection opportunities for the department = 10 points</p>

	FUNCTIONALITY EVALUATION CRITERIA	Max Points	Evidence
			The bidder should indicate what reporting they should provide back to the department with regards to data clearance certificates and lists of assets destroyed or sold = 5 points
<b>FINANCIAL CAPACITY</b>	Total Credit Facility (with financial institution and/or any recyclable company )  R50 000 – R100 000 = 10 points >R100 000 = 15 points	<b>15</b>	Evidence of credit facility with manufacture and/or Registered Financial Institution (E.g. Letter for Intent) <b>Or</b> Evidence of access to any legal funding instrument
<b>TRANSPORT</b>	Access to a transportation facility/ Light Delivery Vehicle (LDV) / Truck	<b>10</b>	Letter of commitment from fleet company <b>Or</b> Confirmation from manufacturer that delivery shall also be undertaken <b>Or</b> Documentary proof of transport or transportation facility (Log Books/ Letter of agreement supported by Log book)
<b>LOCALITY</b>	Office of Bidder outside borders of KZN = 5 points Office of Bidder within borders of KZN = 10 points	<b>10</b>	Lease agreement; Municipal Utility Bill; or Copy of Bank Statement (first page only) with address
	<b>TOTAL</b>	<b>100</b>	
	<i>Minimum Functionality Threshold:</i>	<b>80</b>	

# ANNEXURE B

Previous/Current Supplies Delivered (Documents and/or an extended list may be attached for further details)

	Client Name	Nature of Inputs Supplied	Contract Value	Period of Contract	Contact (Work / Cell Number)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Signed on behalf of bidder:

Date: