



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

INVITATION OF QUOTATION

THIS FORM MUST BE COMPLETED IN DETAIL AND MUST BE ACCOMPANIED BY **A VALID BBBEE CERTIFICATE/SWORN AFFIDAVIT /CSD REPORT**

QUOTATION NUMBER: R/S/2425/2525	VALIDITY PERIOD OF QUOTATION..... Days (To be completed by the Supplier)
CLOSING DATE: 05/02/2025	CLOSING TIME:11H00
DESCRIPTION(SPECIFICATION/S) OF ITEMS/ SERVICE REQUIRED: Request to appoint a service provider for the collection, transportation and environmentally responsible disposal/treatment of Healthcare Risk Waste (Hazardous waste) at Allerton Provincial Veterinary Laboratory (APVL) for a twelve (12)-month period from January to December 2025. See attached spec.	COMPANY NAME: TEL NO: FAX NO: CONTACT PERSON: CSD REG NUMBER MAAA.....
DOES OFFER COMPLY WITH SPECIFICATION?	YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DOES ARTICLE COMPLY WITH SABS SPECIFICATION? HAS IT BEEN INSPECTED BY SABS?	YES/NO YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DELIVERY PERIOD AFTER INITIAL ORDER?	
IS THE PRICE FIRM	
WHERE 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
QUOTATION TO BE RETURNED TO: Tender box at SCM Cedara Head office 1 Cedara road, Pietermaritzburg Department of Agriculture and Rural Development FOR ATTENTION TO: Nonkanyiso Mlaba TEL NUMBER: 033 343 8186	
NB: ALL DOCUMENTS PERTAINING TO THIS QUOTATION, MUST BE COMPLETED IN FULL, SIGNED AND RETURNED WITH ALL SUPPORTING DOCUMENTS	

For Enquiry only

END-USER NAME : Mr. A.G MAKHUBELA
CELL PHONE NUMBER : 082 5587 081
E-MAIL ADDRESS : absalom.makhubela@kzndard.gov.za; Roberta.Moodley@kzndard.gov.za ;
Sinothando.Dlamini@kzndard.gov.za
PROPOSED DELIVERY DATE : 28 February 2025
DELIVERY ADDRESS : 458 Town Bush Road, Pietermaritzburg, 3201
LOCAL MUNICIPALITY : Msunduzi Local Municipality
DISTRICT : uMgungundlovu District, DC 22

LINE NO.	DESCRIPTION OR SPECIFICATION OF ITEM (Please be very specific and clear)	REQUIRED QUANTITY	UNIT PRICE EXCL. VAT		TOTAL PRICE	
			R	C	R	C
	The purpose of this request memo is to appoint a service provider for the collection, transportation, and environmentally responsible disposal/treatment of Healthcare Risk Waste (hazardous waste) at Allerton Provincial Veterinary Laboratory (APVL) for a twelve (12)-month period from January to December 2025. The service provider is required to supply and deliver suitable containers for different types of waste, including Infectious Biohazardous Health Care Risk Waste Containers (50Lt/Box set), Anatomical and Pharmaceutical Waste Containers (25 Lt red Specibin base and Lid), and Sharp and Waste Containers (10Lt Lock Lid_Base/Lid). The approximate quantities of Health Care Risk Waste generated annually at the veterinary facility are as follows:					
1.	INFECTIOUS WASTE: 50L/Box set - 50L/Box (50Lt fibre board Box base) - 50L/Box _Lid (50Lt fibre Box Lid) - 50L/50BAG (50Lt red plastic bag 50mic) - 20cm/Tie (20cm Cable tie)	2800 KG				
2.	ANATOMICAL WASTE: - 25 Lt Red Speci bin Base & lid	3000 kg				
3.	SHARPS WASTE: - 10L/Lock (10Lt Lock Lid Base/Lid)	80 KG				

4.	Disposal of Ash /small bones from incinerating animal carcasses (Biological waste) - Drum	200 kg per month				
5.	Disposal of Ethidium bromide in gels and in milk. - Drum	25 Liters per quarter				
6.	Disposal of expired media reagents, expired chemicals and vaccine.	100 kg per quarter				
* LABOUR (IF APPLICABLE)						
*DELIVERY (IF APPLICABLE)						
			TOTAL			
*ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS			15% VAT			
			TOTAL PRICE			
CIDB Grading (IF APPLICABLE):						

COMPANY NAME : _____

CSD NUMBER : _____

ADDRESS : _____

CONTACT PERSON : _____

CONTACT NUMBER : _____

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

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

30X	60	90	120
------------	-----------	-----------	------------

SIGNATURE.....

DATE.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	R/S/2425/2525	CLOSING DATE: 05/02/2025		CLOSING TIME:	11:00AM
DESCRIPTION	Request to appoint a service provider for the collection, transportation and environmentally responsible disposal/treatment of Healthcare Risk Waste (Hazardous waste) at Allerton Provincial Veterinary Laboratory (APVL) for a twelve (12)-month period from January to December 2025.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Nonkanyiso Mlaba		CONTACT PERSON	Mr A.G Makhubela	
TELEPHONE NUMBER	033 343 8186		TELEPHONE NUMBER	082 5587 081	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Nonkanyiso.Sibisi@kzndard.gov.za		E-MAIL ADDRESS		
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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....
.....

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

- 2.3.1 If so, furnish particulars:

.....
.....

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

3 DECLARATION

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

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

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

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

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

COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS

DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bid

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

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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 table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)
100% Black owned entities	10	
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)
Enterprises located in a specific District (Proof of residence to be attached i.e. Utility Bill, Municipal Councillor's letter applicable for procurement from R1 – R30 000)	10	
51% Black people who are women	10	
51% Black people who are youth	8	
51% Black people with disabilities (Proof to be attached)	7	
51% Black people living in rural or underdeveloped areas or townships	6	
51% Black people who are military veterans (Proof to be attached)	6	
A cooperative owned by 51% black people	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

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



KWAZULU-NATAL PROVINCE

AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

DIRECTORATE: SUPPLY CHAIN MANAGEMENT

Cedars Road, Pietermaritzburg, 3200

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

M 033 355 9588 / 9309

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

80 points for price

10 points for black owned entities

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

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

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



KWAZULU-NATAL PROVINCE

AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

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

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

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

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

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none">(a) Who are citizens of the Republic of South Africa by birth or descent; or(b) Who became citizens of the Republic of South Africa by naturalization-<ul style="list-style-type: none">i. Before 27 April 1994; orii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <ul style="list-style-type: none">(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;(b) Black people who are youth as defined in the National Youth Commission Act of 1996;(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;(d) Black people living in rural and under developed areas;(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"
--	---

3. I hereby declare under Oath that:

- The Enterprise is _____ % Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____ % Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____ %
- Black Disabled % = _____ %
- Black Unemployed % = _____ %
- Black People living in Rural areas % = _____ %
- Black Military Veterans % = _____ %
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date : _____

Commissioner of Oaths Signature & stamp

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none">a) Who are citizens of the Republic of South Africa by birth or descent; orb) Who became citizens of the Republic of South Africa by naturalization-<ul style="list-style-type: none">I. Before 27 April 1994; orII. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <ul style="list-style-type: none">a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;b) Black people who are youth as defined in the National Youth Commission Act of 1996;c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;d) Black people living in rural and under developed areas;e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"
--	--

3. I hereby declare under Oath that:

- The Enterprise is _____ % Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____ % Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____ %
- Black Disabled % = _____ %
- Black Unemployed % = _____ %
- Black People living in Rural areas % = _____ %
- Black Military Veterans % = _____ %
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date : _____

Commissioner of Oaths Signature & stamp

CONTRACT FORM - RENDERING OF SERVICES

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

TERMS OF REFERENCE

THE APPOINTMENT OF A SERVICE PROVIDER FOR HAZARDOUS WASTE CLASSIFICATION, COLLECTION, TRANSPORTATION AND DISPOSAL/ TREATMENT SERVICE FOR HAZARDOUS WASTE FOR THE PERIOD OF **TWELVE (12) MONTHS**

1. BACKGROUND

- 1.1. Improper management of HealthCare Risk Waste (HCRW) can pose serious health risks to society. It is crucial to engage a certified service provider with expertise in containing, collecting, treating, and disposing of HCRW in an environmentally responsible manner to undertake the responsibility for an establishment like Allerton Laboratory.
- 1.2. The KZN Department of Agriculture and Rural Development- Allerton Veterinary Laboratories should be mandated, through ISO 17025 and SANAS to procure such service provider/s to ensure the safe collection and disposal of HCRW.

2. OBJECTIVES

- 2.1. The Department wishes to invite a suitably qualified, experienced and registered service provider to provide a hazardous waste service that includes the classification, collection, transport, treatment and disposal of hazardous waste.
- 2.2. Hazardous waste chemicals are also generated by district State Veterinary Offices.

3. SCOPE OF SERVICE

- a) The service provider will be suitably qualified and experienced, with a proven track record in hazardous waste handling, transport and disposal.

- b) The service provider will be required to provide a legally compliant classification, collection, and transport and disposal or treatment service for various hazardous wastes, including laboratory chemicals, fluorescent tubes and asbestos.

3.1. Household Hazardous waste

- 3.1.1. Provide service for the contract period of household hazardous waste received and stored.
- 3.1.2. Provision of suitably qualified and experienced staff members including a senior supervisor who is trained in hazardous waste handling and disposal to oversee the entire operation for the duration of the contract.
- 3.1.3. Classification of the household hazardous waste in terms of NEMWA Waste
- 3.1.4. Classification and management regulations (regulation R 634 Gazette No 36784).
- 3.1.5. Preparation of a household hazardous waste disposal plan, setting out disposal methodologies for the various hazardous wastes detected in the load.
- 3.1.6. Provision of all the necessary personal protective equipment required throughout the waste handling procedures.
- 3.1.7. Provision of all the necessary MSDSs and waste manifest documentation.
- 3.1.8. Supply of suitable receptacles and packing where required into the receptacles.
- 3.1.9. Receptacles to be supplied as part of the tender to enable safe and legally compliant handling and transportation.

3.2. Transportation:

- 3.2.1. Vehicles used for transporting/collecting HCRW must be equipped with spill kits.
- 3.2.2. Vehicles must be registered with the Department of Transport as dangerous goods' carriers (reflecting two valid licence discs).
- 3.2.3. Vehicles used for transporting/collecting must be clearly marked as transporting HCRW.
- 3.2.4. Vehicles must meet the requirements of the National Road Traffic Act 93 of 1996 and the applicable SANS codes:

- (a) SANS 10231: 2010
 - (b) SANS 1518: 2008
 - (c) SANS 10232 part 1 to 4 of 2007
- 3.2.5. All drivers must be trained in handling hazardous waste.
 - 3.2.6. All drivers to have PDP driver's license.
 - 3.2.7. Regular microbial testing must be carried out on service provider's vehicles and proof provided thereof.
 - 3.2.8. Record of all drivers and load assistants registered with the bargaining council.
 - 3.2.9. No 3rd party transportation will be allowed.
 - 3.2.10. Vehicles are required to have a "clean" and "dirty" compartment.
 - 3.2.11. All vehicles are required to have tracking devices.
 - 3.2.12. All staff (drivers, load assistants and staff) visiting laboratories or state veterinary offices are required to be on a medical surveillance program.

3.3. **Treatment Facility:**

- 3.3.1. The provider must be able to prove that the process of destruction of HCRW and residues do not pose a health risk to human health or environment.
- 3.3.2. The service provider must provide the HCRW destruction facility compliance certificate provided by the authority concerned before payment will be done.
- 3.3.3. External audits of the treatment facility must be taken on a regular basis, including sterility testing of the treated waste.
- 3.3.4. Service provider must have a contingency plan in place if their treatment facility is unable to process the waste.
- 3.3.5. Anatomical and pharmaceutical waste (schedules 5 & 6) must be incinerated as per legislation and proof must be provided thereof.
- 3.3.6. Ash from the incineration of anatomical and pharmaceutical waste (schedules 5 & 6) must go to a high hazardous (H: H) landfill site and proof must be provided thereof.
- 3.3.7. Majority of the HCRW (Infectious & Sharps, Pharmaceutical S0- 4) needs to be treated within the KZN borders and only waste streams that have to be incinerated as per legislation may leave the province.

3.4. **Waste Containers:**

- 3.4.1. Healthcare risk waste containers must be SABS tested and approved as meeting the United Nations' recommendations for the Transportation of Dangerous Goods (Chapter 6) and must be issued with a CT number.
- 3.4.2. Healthcare risk waste containers must be correct color coded and labelled; thereby indicating the correct category of healthcare risk waste contained therein.
- 3.4.3. Healthcare risk waste containers must be electronically tracked from cradle to grave.
- 3.4.4. Regular microbial testing must be carried out on service provider's
- 3.4.5. Reusable containers and proof provided thereof.

3.5. **Sharps Containers:**

- 3.5.1. Single-use sharps containers, to be made available in different sizes dependent on needs and volumes of waste generated e.g. 2.5lts, 5lts, 10lts or 25lts.
- 3.5.2. Containers must be tamper proof, puncture proof and spill proof.
- 3.5.3. Containers must have an indicator for maximum fill level. The opening to insert SHARPS should be user-friendly to prevent prick injuries while trying to force items in.
- 3.5.4. Containers must meet SANS 452: 2008 and SANS 10229 -1 packing requirements.

3.6. **Infectious Biohazardous Health Care Risk Waste Containers:**

- 3.6.1. Single-use cardboard box waste containers with lid marked biohazardous waste.
- 3.6.2. Red heavy duty plastic bags to line the box.
- 3.6.3. To be made available in different sizes dependent on needs and volumes of waste generated.
- 3.6.4. The box sets must be SABS approved.

3.7. Anatomical and Pharmaceutical Waste Containers:

- 3.7.1. Containers must be puncture proof and spill proof.
- 3.7.2. Red heavy duty plastic bags to line the anatomical waste containers.
- 3.7.3. To be made available in different sizes dependent on needs and volumes of waste generated.
- 3.7.4. Containers must be SANS aligned, SABS / UN tested and approved.

3.8. Documents to be issued by service provider for each consignment:

- 3.8.1. Dangerous Goods' Collection Document issued for each consignment of healthcare risk waste received by service provider.
- 3.8.2. Safe Disposal Certificates issued confirming that healthcare risk waste has been treated and disposed of in accordance with legislation.
- 3.8.3. All documents to be available electronically, as well as per post.
- 3.8.4. Training to be done at all sites, at no additional charge on cradle to grave and segregation.
- 3.8.5. Adhoc audits and reports will be required on tonnages / site performances.

3.9. Pricing

- 3.9.1. Pricing should be all inclusive and no additional charges will be accepted.
- 3.9.2. Product to include (transport & treatment and disposal).

3.10. Quantity

- 3.10.1. The service provider will be responsible for providing suitable containers (as per above), collecting and disposing of the following approximate quantities of Health Care Risk Waste generated annually at the following Veterinary facility:

SITE	WASTE STREAM			
	ANATOMICAL	INFECTIOUS	PHAMACEUTICAL	SHARPS
Allerton Provincial Veterinary Laboratory.	3000 KG	2800 KG	13 KG	80 KG
SITE	WASTE STREAM			
	Ash /small bones from incinerating animal carcasses (Biological waste)	Ethidium bromide in gels and in milk.	Disposal of expired media reagents, expired chemicals and vaccines.	
Allerton Provincial Veterinary Laboratory.	1000 KG	100 KG	100 KG	

4. STORAGE AND COLLECTION SITES

- 4.1. Allerton Veterinary Laboratories at uMgungundlovu District.
- 4.2. Please note that this bid is not limited to this site mentioned above. However, Allerton Veterinary Laboratories is the main site that generate hazard waste.
- 4.3. The department reserves the right to utilise this contract for any other emergency repairs throughout the departmental offices and institutions.

5. REPORTING ON SITE

- 5.1. The service provider's representatives are required to report to the Departmental Official (Administrator or Superintendent or Principal or Official in Charge or his/her second in command) upon arrival and prior to departure from institutions.

6. SPECIFICATION

- 6.1. Work specifications will be included in specification request documents when the service provider is approached for the specific project.

SPECIAL TERMS AND CONDITIONS
THE APPOINTMENT OF A SERVICE PROVIDER FOR HAZARDOUS WASTE
CLASSIFICATION, COLLECTION, TRANSPORTATION AND DISPOSAL/ TREATMENT
SERVICE FOR HAZARDOUS WASTE FOR THE PERIOD OF **TWELVE (12) MONTHS**

1. INTRODUCTION

- 1.1. Service provide must ensure that they are fully aware of all the Terms and Conditions contained in this bid document.

2. ACCEPTANCE OF BID

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

3. AMENDMENT OF CONTRACT

- 3.1. 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 approval.

4. AWARD

- 4.1. This quotation will be awarded to one (1) service provider.
- 4.2. The grand total bid price on price schedule must be transferred to **Annexure A** of this document.
- 4.3. The service provider will be awarded on the unit rate base.
- 4.4. Service providers must price for all items. Failure to comply will result in disqualification.
- 4.5. It is the condition of this quotation that the department reserves the right to utilise this contract for any other **waste** throughout the departmental offices and institutions.

5. BASIS AND QUANTITIES

- 5.1. Quantities are not reflected of this quotation document, only estimates are provided.

6. CERTIFICATE OF COMPLIANCE

- 6.1. A proof of compliance with NEMWA for storage and disposal of hazardous material. Letter from disposal facility confirming receipt of waste from tenderer. Copy of a valid waste management licence and recent external audit to be provided.
- 6.2. Proof of registration as an Asbestos Contractor in terms of the Asbestos
- 6.3. Abatement Regulations.

7. CHANGE OF ADDRESS

- 7.1. Service providers 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. DELIVERY AND PACKAGING

- 10.1. All deliveries must take place from Monday to Friday between 08h00 and 15h00.
- 10.2. In emergency cases, the Department of Agriculture and Rural Development reserves the right to request the successful Service provider/s to effect deliveries at any given time including Saturdays, Sundays and public holidays.
- 10.3. The delivery performance of a service provider shall be closely monitored and any subsequent orders shall only be issued to the service provider that has proved to be competent with their delivery performance.
- 10.4. Random inspection and sampling of items shall be conducted upon delivery to verify quantity and compare the item against the contract sample and any other quality accreditation that is prescribed.
- 10.5. It is the service provider's responsibility to offload the delivery vehicle.
- 10.6. Every order must be accompanied by a delivery note.

11. DELIVERY CONDITIONS

- 11.1. Delivery of products must be made in accordance with the instructions appearing on the official purchase order.
- 11.2. All deliveries or dispatches must be accompanied by a delivery note stating the official purchase order number against the delivery that has been affected.
- 11.3. In respect of items awarded to them, service providers must adhere strictly to the delivery periods stipulated by them in their quotation document.
- 11.4. The instructions appearing on the official purchase order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.
- 11.5. The submitted invoice must be original.
- 11.6. Deliveries not complying with the order form shall be returned to the service provider at the service provider's expense.
- 11.7. No locally manufactured product may be substituted during the contract period with an imported product, and vice versa, without prior approval of the department.

12. DETAILS OF CONTRACTS AWARDED TO THE SERVICE PROVIDER (PAST/CURRENT) (ANNEXURE B)

12.1. The Service provider 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.

13. ENTERING OF DEPARTMENTAL OFFICES

13.1. 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.

14. EQUAL QUOTATIONS

14.1. If functionality is part of the evaluation process and two or more Service providers score equal total points and equal points for specific goals, the contract must be awarded to the Service provider that scored the highest points for functionality.

14.2. If two or more Service providers score equal total points in all respects, the award shall be decided by the drawing of lots.

15. INVOICING

15.1. The submitted invoice by the Service provider must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.

15.2. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

- a) The name, address and registration number of the supplier;
- b) The name and address of the recipient;
- c) An individual serialized number and the date upon which the tax invoice is issued;
- d) A description of the goods or services supplied;
- e) The quantity or volume of the goods or services supplied
- f) The value of the supply, the amount of tax charged and the consideration for the supply; or
- g) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

16. IRREGULARITIES

- 16.1. 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.

17. JOINT VENTURES

- 17.1. In terms of the Preferential Procurement Regulations, 2022 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 quotation.
- 17.2. Should this quotation be submitted by a joint venture, the joint venture agreement must accompany the quotation document before the closing date and time of quotation. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 17.3. 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.

- 17.4. Each party to a Joint Venture/ Consortium must submit an original valid Tax Clearance Certificate together with the quotation before the closing date and time of quotation.
- 17.5. 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 quotation and the details of the bank account for payments to be affected.
- 17.6. The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive.

18. LATE QUOTATION S

- 18.1. Quotation s are late if they are received at the address indicated in the quotation documents after the closing date and time.
- 18.2. A late quotation shall not be considered and, where practical, shall be returned unopened to the Service provider, accompanied by an explanation.

19. NOTIFICATION OF AWARD OF QUOTATION

- 19.1. The successful Service provider shall be notified of the intention to award via an advert in the same platform as the invitation to quotation.

20. PAYMENT FOR SUPPLIES AND SERVICES

- 20.1. A service provider shall be paid by the Department in accordance with supplies delivered and services rendered.
- 20.2. Any query concerning the non-payment of accounts must be directed to the Department. The following protocol shall apply if accounts are queried:
- (i) Contact must be made with the officer-in-charge of the District Office;
 - (ii) If there is no response from the District Office, the Director: Finance

must be contacted;

- 1.1. Information as contained on the Central Suppliers Database must be valid/ correct. Non-compliance with Tax Requirements shall affect payment.

21. PERIOD OF CONTRACT

- 21.1. The contract period for this quotation is twelve months with an option to extend.

22. QUALITY CONTROL/ TESTING OF PRODUCTS

- 22.1. The Department reserves the right to verify if the delivered items is non-compliant with the specification, the department reserves the right to reject those items.

- 22.2. If it is discovered that the items supplied is not in accordance with the specification, the following shall occur:

- (i) Replacement of non-compliant items with compliant items;
- (ii) Possible cancellation of (part of) the contract with the service provider;
- (iii) Reporting such negligence by the service provider to the provincial and national treasury for listing on the restricted suppliers' database.

23. SPECIAL CONDITIONS OF CONTRACT

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

24. SUPPLIERS DATABASE REGISTRATION

- 24.1. A Service provider submitting an offer must be registered on the Central Suppliers Database at
- 24.2. National Treasury. A Service provider 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.
- 24.3. A Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the quotation .

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

25. TAX AND DUTIES

- 25.1. 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).

26. TAX COMPLIANCE PIN

- 26.1. The Service provider must submit a valid Tax Compliance Pin with the quotation. Service providers should note that their tax compliance status shall be verified through the Central Supplier Database and SARS.
- 26.2. Where a Tax Compliance Pin is not submitted with the quotation, the Department shall use the Central Supplier Database to verify the tax matters of the Service provider.

27. UNSATISFACTORY PERFORMANCE

27.1. Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

27.2. The Departmental official shall warn the service provider in writing that action shall be taken in accordance with the contract conditions unless the service provider complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the service provider 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.

27.3. When correspondence is addressed to the service provider, reference shall be made to the contract number/item number/s and an explanation of the complaint.

28. VALIDITY PERIOD OF QUOTATION AND EXTENSION THEREOF

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

29. VALUE ADDED TAX (VAT)

29.1. Quotation prices must be inclusive of 15% VAT.

29.2. Service providers who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12-month period. Service providers

who meet the above requirement must register as VAT vendors, if successful, within one month of award of the quotation.

29.3. For the purposes of calculating preference points, VAT shall not be considered during quotation process.