

REQUEST FOR QUOTATION (RFQ)

RFQ NO: 1018976

DESCRIPTION: RFQ 1018976- 12 MONTH CONTRACT FOR THE SORTING, COLLECTION, TRANSPORTATION, DISPOSAL OR RECYCLING OF GENERAL WASTE FROM THE FORENSIC CHEMISTRY LABORATORY (FCL) OF THE NHLS AT 110 JOUBERT STREET IN BRAAMFONTEIN, JOHANNESBURG.

ISSUED BY: PREPARED BY:

SUPPLY CHAIN MANAGEMENT
FORENSIC CHEMISTRY LABORATORY
CSIR CAMPUS MEIRING NAUDE,
BUILDING 4E, GROUND FLOOR
BRUMMERIA RD
PRETORIA

SUPPLY CHAIN MANAGEMENT FORENSIC CHEMISTRY LABORATORY CSIR CAMPUS MEIRING NAUDE, BUILDING 4E, GROUND FLOOR BRUMMERIA RD PRETORIA

| Quotation Queries: | Technical Queries: |
|--|--|
| CONTACT NAME: PROCUREMENT OFFICE | CONTACT NAME: END USER |
| E-MAIL ADDRESS: thapelo.mahasha@nhls.ac.za | E-MAIL ADDRESS: Pakama.pati@nhls.ac.za |

NAME OF A BIDDER :....

CLOSING DATE: 05 NOVEMBER 2025 AT 11:00

QUOTATION VALIDITY PERIOD: The quotation validity period is 90 days.

NB! PROSPECTIVE BIDDERS MUST CARRY DRIVER'S LICENSE OR ID FOR EASE OF

ACCESS AT CSIR PREMISES WHEN SUBMITTING THE RFQ's.

RFQ 1018976- 12 Month Contract for the Sorting, Collection, Transportation, Disposal or NATION OF COLUMN OF THE NATION OF THE NA

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1. PART A INVITATION TO BID

SBD 1

PART A INVITATION TO BID

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL HEALTH LABORATORY SERVICE (NHLS) | | | | | | | |
|---|---|---|----------------------|--------------------------|--|--|--|
| BID NUMBER: | RFQ No:1018976 | CLOSING DATE: | 05 NOVEMBER 2025 | CLOSING 11:00AM TIME: | | | |
| | RFQ 1018976- 12 | Q 1018976- 12 Month Contract for the Sorting, Collection, Transportation, Disposal or | | | | | |
| | SCRIPTIO Recycling of General Waste from the Forensic Chemistry Laboratory (FCL) of the NHLS at | | | | | | |
| N | 110 Joubert Stree | t in Braamfontein, . | Johannesburg. | | | | |
| BID RESPONS ADDRESS) | SE DOCUMENTS N | MAY BE DEPOSITE | D IN THE BID BOX SIT | UATED AT (STREET | | | |
| NHLS FOREN | SIC CHEMISTRY L | ABORATORIES, C | SIR BUILDING 4E, GR | OUND FLOOR | | | |
| BRUMMERIA, | MEIRING NAUDE | RD, PRETORIA | | | | | |
| RFQ BOX IS C | N THE PASSAGE | | | | | | |
| BIDDING PRODIRECTED TO | CEDURE ENQUIR | IES MAY BE | | RIES MAY BE DIRECTED TO: | | | |
| CONTACT PERSON | PROCUREME | NT OFFICE | CONTACT PERSON | END USER | | | |
| TELEPHONE NUMBER | 012 841 4127 | | TELEPHONE NUMBER | | | | |
| E-MAIL ADDRESS | Thapelo.maha | asha@nhls.ac.za | E-MAIL ADDRESS | Pakama.pati@nhls.ac.za | | | |
| SUPPLIER IN | FORMATION | | | | | | |
| NAME OF BIDDER | | | | | | | |
| POSTAL ADDRESS | | | | | | | |
| STREET ADDRESS | | | | | | | |
| TELEPHONE NUMBER | CODE | | | NU | | | |
| CELLPHONE NUMBER | | | | | | | |
| FACSIMILE NUMBER | CODE | | | NU MB ER | | | |
| E-MAIL | | | | | | | |

RFQ 1018976- 12 Month Contract for the Sorting, Collection, Transportation, Disposal or NATIOR Cycling of General Waste from the Forensic Chemistry Laboratory (FCL) of the NHLS at 110 Laboratory Street in Braamfontein, Johannesburg.

| ADDRESS | | | | | | | |
|----------------|--|---------------|----------|------------|-----|-----------|---------|
| VAT | | | | | | | |
| REGISTRATION | | | | | | | |
| NUMBER | | | | | | | |
| SUPPLIER | TAX | | | CENTR | | | |
| COMPLIANCE | COMPLIANC | | 0 | AL | | | |
| STATUS | E SYSTEM | | R | SUPPLI | | | |
| | PIN: | | | ER | MAA | ıA | |
| | | | | DATAB | | | |
| | | | | ASE | | | |
| | | | | No: | | | |
| B-BBEE STATUS | TICK API | PLICABLE BOX] | B-BBEE S | TATUS LEVE | L | [TICK APF | LICABLE |
| LEVEL | | | SWORN A | FFIDAVIT | | BOX] | |
| VERIFICATION | | | | | | _ | |
| CERTIFICATE | Yes | No | | | | | |
| | | | | | | Yes | No |
| IA D DDEE CTAT | IA DIDDEE STATUS LEVEL VEDICIOATION CEDTICIOATE/ SWODN ACCIDAVIT/CODICMES & OSCA | | | | | | |

| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | ☐ ☐ Yes No [IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | Yes [IF YES, ANSWERTHE QUESTIONNAIRE BELQW] | | | |
|---|-----------------------------------|--|--|---|--|--|
| QUESTIONNAIRE TO | BIDDING FOREIGN SUPPLIE | RS | | | | |
| IS THE ENTITY A RE | SIDENT OF THE REPUBLIC OF | SOUTH AFRICA (RSA)? | ☐ YES☐ NO |) | | |
| DOES THE ENTITY H | AVE A BRANCH IN THE RSA? | | ☐ YES☐ NC |) | | |
| DOES THE ENTITY H | IAVE A PERMANENT ESTABLI | SHMENT IN THE RSA? | YES NO |) | | |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO | | | | | | |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES 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. | | | | | | |

1.1 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 RETYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-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.

| DATE: | |
|----------------------|--|
| | THIS BID IS SIGNED:ubmitted e.g. company resolution) |
| SIGNATURE OF BIDDER: | |

2. TERMS AND CONDITIONS OF REQUEST FOR QUOTATION (RFQ)

- a) This document may contain confidential information that is the property of the NHLS and the Client.
- b) No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this RFQ, without prior written permission from NHLS and the Client.
- c) All Copyright and Intellectual Property herein vests with NHLS and its Client.
- d) Late and incomplete submissions will not be accepted.
- e) SDB 7 (form of offer) must be completed, and should the total RFQ prices differ, the one indicated on the form of offer shall be considered the correct price.
- f) Any bidder who has reasons to believe that the RFQ specification is based on a specific brand must inform NHLS before RFQ closing date
- g) Bidders are required to submit a valid Tax Clearance Certificate and Tax clearance verification PIN, Failure to submit the Tax Pin and valid Tax Clearance Certificate will result in the invalidation of this RFQ.
- h) It is the responsibility of the bidder to ensure that NHLS is in possession of the bidder's valid Tax Clearance certificate. The onus is on the bidder to ensure that NHLS receives a valid Tax Certificate as soon as the validity of the said certificate expires.
- i) A compulsory clarification or site meeting or briefing session will be conducted: Not applicable.
 - The tenderer shall inspect and examine the Site and its surroundings and shall satisfy himself/herself before submitting
 - his/her quotation. The bidder must be represented at the site inspection by a person who is suitably qualified and experiences to comprehend the implications of the work involved.
 - The contractor will be responsible for final measurements.
- j) Writing must be in block letters and black ink.
- k) Quotation procedure using the two (4) stage system will apply: **Not applicable**.
- Respondents arriving after the allocated time of the briefing session and failing to attend the compulsory RFQ/Site briefing will be disqualified
- m) No services must be rendered or goods delivered before an official NHLS Purchase Order form has been received.
- n) This RFQ will be evaluated in terms of the 80/20 preference point system prescribed by the Preferential Procurement Regulations, 2022.
- o) All questions regarding this RFQ must be forwarded to the thapelo.mahasha@nhls.ac.za 24 hours prior the RFQ closing date.
- p) The General Conditions of Contract (GCC) issued by National Treasury are applicable.
- q) In case of bids where Consortia / Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with bid proposal. Each JV partner must submit all their mandatory documentation.

- a) Quotation must be All-Inclusive
 - i. The Supplier shall allow in the quotation for all deliverables as stipulated in the scope, labour, material, consumables, accessories, software, supervision, overhead costs, profit, royalties, all taxes, levies, duties, variations in exchange rates (if applicable), disbursements and everything necessary for the execution and completion of the works in accordance with the quotation documents.
 - ii. Value Added Tax (VAT) shall be excluded from the rates and prices and provided for as the total VAT on the cost of the Works in the Summary of Schedule of Rates and Prices.
 - iii. The Supplier rates and prices shall be fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract.
 - iv. The offer must be in ZAR currency.
 - v. The NHLS reserve the right to do due diligence on the quotations and to benchmark prices quoted.
 - vi. Quotes should be submitted on an official letterhead and duly signed.

Delays in the supplier's performance

- 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.
- ii. 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.
- iii. 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.
- iv. 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 22.2 without the application of penalties.
- v. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar Functionality 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.

Penalties

i. 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.

RFQ 1018976- 12 Month Contract for the Sorting, Collection, Transportation, Disposal or NATIO Recycling of General Waste from the Forensic Chemistry Laboratory (FCL) of the NHLS at 110 LABORATORY Street in Braamfontein, Johannesburg.

3. FOR HAND DELIVERIES OF RESPONSES, PLEASE SUBMIT THE RFQ DOCUMENT TO NHLS FCL RFQ BOX, CSIR CAMPUS, MEIRING NAUDE, BUILDING 4E, GROUND FLOOR, BRUMMERIA RD, PRETORIA.

| The Bidder accepts the above terms and conditions and the General | Accept | Do not accept |
|---|--------|---------------|
| Conditions of Contract on NHLS website as per hyperlink GCC | | |
| Document or visit NHLS website https://www.nhls.ac.za/supply- | | |
| chain/, click on supply chain management tab then select General | | |
| Conditions of Contract | | |

4. TERMS OF REFERENCE / SCOPE OF WORKS/ SPECIFICATIONS

| FORM OF QUOTATION SUPPLIER NAME: | |
|----------------------------------|--|
|----------------------------------|--|

RFQ NO: 1018976

DESCRIPTION: RFQ 1018976- 12 MONTH CONTRACT FOR THE SORTING, COLLECTION, TRANSPORTATION, DISPOSAL OR RECYCLING OF GENERAL WASTE FROM THE FORENSIC CHEMISTRY LABORATORY (FCL) OF THE NHLS AT 110 JOUBERT STREET IN BRAAMFONTEIN, JOHANNESBURG.

The National Health Laboratory Service ("NHLS") is a Schedule 3A Public entity which was established in 2001 by an Act of Parliament to provide diagnostic pathology laboratory services to the National and Provincial Health Department. Further, NHLS is the largest public health laboratory service with more than 260 laboratories across nine provinces and approximately 8000 staff members.

The NHLS is requesting a service provider to render the

Terms of Reference/ Scope of Works

BACKGROUND

General waste is waste that does not pose an immediate hazard or threat to health or the environment. It includes domestic waste, building waste, demolition waste, business waste, and inert waste. This waste typically contains foodstuffs, garden waste, old clothing, and packaging materials like glass, paper, cardboard, and plastics. Business and commercial waste from offices, stores, and schools also consists mainly of packaging materials, business waste, and inert waste. The Waste Act defines 'domestic waste' as non-hazardous waste which emanates from premises that are used wholly or mainly for residential, educational, health care, sport or recreation purposes.

SCOPE OF SERVICE

The service provider will be required to perform the following service:

- 1. COLLECTION, OFF SITE SORTING, TRANSPORTATION, DISPOSAL OR RECYCLING OF GENERAL WASTE
- a) The service provider will be required to supply waste containers, and transport general waste for recycling and/ or disposal.
- b) The service provider to identify and confirm the general waste streams that are suitable for recycling.

- c) Provide suitable and sufficient number of containers for onsite sorting and storage of recyclable general waste.
- d) Provide appropriate containers for storage of general waste that cannot be recycled.
- e) Provide suitable and sufficient number of communication tools for onsite sorting and storage of recyclable general waste ie signage
- f) Collect and transport general waste to authorised recycling/ and or disposal facilities on weekly basis
- g) Ensure safe and legal transport of general waste from the Forensic Chemistry Laboratory (FCL) of the NHLS to authorised recycling and/ or disposal facilities.
- h) Submit proof of collection, recycling and/ or disposal (waste manifest) for every consignment of waste collected from the Forensic Chemistry Laboratory (FCL) of the NHLS.
- i) Provide monthly reports on the types and quantities of waste collected, recycled and disposed as per the template agreed to with the Forensic Chemistry Laboratory (FCL) of the NHLS.
- j) Provide training for the Forensic Chemistry Laboratory (FCL) of the NHLS related to correct onsite sorting and storage of recyclable waste at the commencement of contract
- k) Provide the required waste management services in compliance with the National Environmental Management Waste Act 59 of 2008 and all other relevant legislation.

2. HAZARDOUS WASTE (fluorescent tubes, batteries, printer cartridges IT Equipment and consumables, empty chemical bottles)

- a) The service provider will be required to supply waste containers, and transport of hazardous waste for recycling and/ or disposal.
- b) The service provider to identify and confirm the hazardous waste streams that are suitable for recycling.
- c) Provide suitable and sufficient number of containers for onsite sorting and storage of different categories of hazardous waste.
- d) Provide appropriate containers for storage of hazardous waste that cannot be recycled.
- e) Provide suitable and sufficient number of communication tools for onsite sorting and storage of hazardous waste ie signage
- f) Collect and transport hazardous waste to authorised recycling/ and or disposal facilities on weekly basis.
- I) Ensure safe and legal transport of hazardous waste from the Forensic Chemistry Laboratory (FCL) of the NHLS to authorised recycling and/ or disposal facilities.
- g) Submit proof of collection, recycling and/ or disposal (waste manifest) for every consignment of waste collected from the Forensic Chemistry Laboratory (FCL) of the NHLS.
- h) Provide monthly reports on the types and quantities of waste collected, recycled and disposed as per the template agreed to with the Forensic Chemistry Laboratory (FCL) of the NHLS.
- i) Provide training for the Forensic Chemistry Laboratory (FCL) of the NHLS related to correct onsite sorting and storage of hazardous waste at commencement of project
- j) The service provider will be required to establish procedures for cleaning and disposal of electronic and electrical waste generated from the site.
- k) Provide the required waste management services in compliance with the National Environmental Management Waste Act 59 of 2008 and all other relevant legislation.

3. SUPPLY OF EQUIPMENT AND CONSUMABLES

a) The service provider will be required to provide all the required waste management equipment and consumables for the rendering of the service including those to be used for ad-hoc services (an inventory list must be submitted for all equipment).

- b) It will be the Service Provider/s' responsibility to ensure that all equipment is available, maintained and accounted for on a periodic basis.
- c) The service provider will be responsible for providing and maintaining all the equipment necessary to render the contracted services effectively and without interruption.
- d) The cost for providing and maintaining any number of equipment as may be necessary to render the contracted service will be borne by the service provider.
- e) Service Provider/s has the responsibility to always keep the general and hazardous waste area in a clean and tidy condition. Inspections of the said facilities and non- compliance will have a negative impact on the supplier's performance.

FILL IN COMPLY or DO NOT COMPLY

| | REQUIREMENTS FOR WASTE HANDLERS | REQUIRED BY | Comply/ |
|---|---|-------------------------------|---------------|
| | | | Do not comply |
| 1 | The name of the service provider must be displayed on all containers in such | By laws | |
| | a way that it will be visible and legible from a distance of at least 20 metres | | |
| 2 | Fully equipped compactor vehicle's, roro bins or skip loader which does not | NEM: Waste Act 59 of 2008 | |
| | cause pollution of any kind whatsoever. Should reduce carbon footprint. | | |
| 3 | To provide a fluorescent tube box for disposal of fluorescent tubes | NEM: Waste Act 59 of 2008 | |
| 4 | Waste handlers on site to put on PPE when handling waste | OHS Act 85 of 1993 as amended | |
| 5 | Waste to be collected once a week, preferably Tuesdays or at any point when | Customer | |
| | the service provider is called on site for compactable general waste | | |
| 6 | The waste collection vehicles used should have a net to cover recyclable | By Laws | |
| | materials as per the Municipal by-laws | | |
| 7 | The waste collection vehicles should comply with the provisions of The | National Road traffic Act | |
| | National Road Traffic Act, 1996 | | |

SUPPORTING DOCUMENTS TO BE SUBMITTED WITH QUOTE

| No | Description | Proof attached | Yes/No |
|----|--|--|--------|
| 1 | Standard Operating Procedure for services being rendered | SOP | |
| 2 | Proof of experience, reference letters not older than 2 years | Reference letter, signed with contact details of referee | |
| 3 | Agreement with recycling facility for recycling of paper, plastic, e-waste | Contract/Agreement | |
| 4 | Copies of waste manifest for fluorescent tubes | Waste manifest | |
| 5 | Photos of waste separation containers and vehicles for the project | Images/Photos | |
| 6 | Make use of a licensed landfill site | Proof of proposed site to be used | |
| 7 | Authorisation to dump waste in landfills | Letter/Agreement/Contract/Invoice | |
| 8 | Copy of the health, safety and environment policy of the company | SHE policy | |
| | signed by the CEO | | |
| 9 | List of drivers with relevant PDP | | |
| 10 | List of vehicles with relevant licence | | |
| 11 | List of waste handlers with appropriate training certificates | | |
| | | | |

RFQ 1018976- 12 Month Contract for the Sorting, Collection, Transportation, Disposal or NATIO Recycling of General Waste from the Forensic Chemistry Laboratory (FCL) of the NHLS at 110 LABOR Joubert Street in Braamfontein, Johannesburg.

5. PRICING SCHEDULE:

| Item | Description | Price per item (Ex VAT) | Total Price per item excluding VAT |
|------|--|-------------------------|------------------------------------|
| 1 | Weekly Sorting, Collection, Transport and Disposal of General Waste per kg | | |
| 2 | Weekly Recycling of General Waste per kg | | |
| 3 | Weekly Washing and Disinfection of general waste bins and the waste storage area | | |
| 4 | Provision and removal of Skip bins as and when required. | | |
| 5 | Provision of Appropriately Labelled Bins for Recycling of Paper, Plastic, Electronic waste and fluorescent tubes | | |
| 6 | Grand Total (Inc VAT) | | |

NB! PLEASE PROVIDE AN OFFICIAL QUOTATION ON COMPANY LETTERHEAD.

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| 6. | FO | RM | OF | OFFER | (SBD | 7) |
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RFQ 1018976- 12 Month Contract for the Sorting, Collection, Transportation, Disposal or NATION RECYCLING OF General Waste from the Forensic Chemistry Laboratory (FCL) of the NHLS at 110 LABORATORY ENVICE STREET IN Braamfontein, Johannesburg.

4. RFQ EVALUATION PROCESS AND CRITERIA

The RFQ will be evaluated by the Cross Functional Evaluation Team (CFET) and the successful service provider will be selected based on a three-phased approach (4-Stages):

STAGE 1: ADMINISTRATIVE COMPLIANCE:

All incomplete submissions and respondents who do not meet the minimum requirements at quotation submission will be eliminated from further evaluation.

STAGE 2: MANDATORY (TECHNICAL) REQUIREMENTS:

All incomplete submissions and respondents who do not meet the minimum requirements at quotation submission will be eliminated from further evaluation.

STAGE 3: TECHNICAL FUNCTIONALITY EVALUATION:

Determination of Functionality to progress to the third stage, the Bidder must score a minimum of 80%.

STAGE 4: PRICE AND SPECIFIC GOALS:

The final evaluation phase will be based on Price and Specific Goals.

Determination of Percentage for Price – 80 percentage, & Determination of level for Specific Goals – 20 percentage.

4.1 STAGE 1: ADMINISTRATIVE COMPLIANCE

Schedule.

- Administrative compliance/responsiveness will be tested based on returnable documents submitted and signatures on the Bid documents.
- At this stage, it must be determined what documents are required to be returned by Bidders.
 Returnable documents are categorized as follows:
- a) Mandatory Returnable Documents (to be returned by Bidders)

(NOTE: Failure to provide the below listed documents **WILL** lead to disqualification)

| 1. The Service Providers to have to agree with all NHLS General | Comply | Do Not Comply |
|--|-------------|-----------------------|
| Conditions of Bid, RFQ and Conditions of Contract (GCC) | | |
| Substantiation: The bidder must submit and attach to the bid res | ponse the | signed and accepted |
| NHLS General Conditions of Bid, RFQ and Conditions of Contrac | ct (GCC). | |
| | | |
| 2. Fully completed and signed Declaration of Interest SBD 4 | Comply | Do Not Comply |
| | | |
| Substantiation: The bidder must submit and attach to the bid res | ponse the | signed Declaration of |
| Interest SBD 4 | | |
| | | |
| 3. Bidder <i>must</i> complete the pricing Schedule. | Comply | Do Not Comply |
| Substantiation: The bidder must submit and attach to the bid res | nonce ful | ly completed pricing |
| i suusiannanon, ihe viodei musi suonni and anach io me oid fes | SUULISE IUI | iv completed DMCINA |

| 4. TAX Clearance Certificate and/or TAX verification Pir | Comply | Do Not Comply |
|--|-------------|----------------------------------|
| and/or TAX Compliance Status Letter. | | |
| | | |
| Substantiation: The bidder must submit and attach | to the bi | d response a valid TAX Clearance |
| Certificate and/or TAX verification Pin and/or TAX Con | npliance St | tatus Letter issued by the South |
| African Revenue Services (SARS). | | |

| 5. The bidder must provide the CSD (Central Supplier | Comply | Do Not Comply |
|--|-------------|-------------------------------------|
| Database) Registration number (MAAA number) / Attach the | | |
| CSD Summary Report | | |
| Substantiation: The bidder must provide the CSD (Central S | Supplier Da | atabase) Registration number |

(MAAA number) / Attach the updated CSD Summary Report.

b) Essential Returnable Documents (to be returned by Bidders) Not a disqualification factor

| 6. B-BBEE Certificate and/or Affidavit. | Comply | Do Not Comply |
|--|------------|---------------------------|
| Fully completed and signed preferential points claim form SBD 6.1. | | |
| | | |
| Substantiation: The bidder must submit and attach to the bid res | ponse a co | opy of B-BBEE Certificate |
| issued by an authorised body or person, or a sworn Affidavit p | rescribed | by the B-BBEE Codes of |

Good Practice.

4.2 STAGE 2: MANDATORY (TECHNICAL) REQUIREMENTS

| Letter of good standing | Comply | Do Not Comply |
|---|------------|----------------------------|
| | | |
| Substantiation: The hidder must submit and attach to the hid re | enoneo a d | conv of the letter of good |
| Substantiation: The bidder must submit and attach to the bid response a copy of the letter of good standing issued by an authorised body. | | |

4.3 STAGE 3: TECHNICAL FUNCTIONALITY EVALUATION

| # | Criteria | Weight |
|----|---|----------------------------------|
| | Company Experience | Weight (30%) |
| 1. | 5-year company Experience in related field, attach either CK, registration documents, old references which are older as a | 5 years' experience or more'= 30 |
| | proof. | 4 years' experience and less = |
| | Substantiation: The bidder must provide a 5-year | 15 |
| | Company experience in related field, attach either CK, | No proof submitted = 0 |

| | registration documents, old references which are older as a proof. | |
|----|---|----------------------------------|
| | Three (3) copies of contactable reference or completion certificate, on client's letterhead, with contact details | Weight (40%) |
| | (Uninterrupted Power Supply/ Installations of Inverters | 3 x References or more = 40 |
| | related works). | 2 x References = 20 |
| | Substantiation: Three (3) copies of contactable reference or completion certificate, on client's letterhead, with | 1 x References = 5 |
| 2. | contact details (Waste Management services). | No proof submitted= 0 |
| | Provide copy of CV and Certificate of 5 years experienced | Weight (30%) |
| | manager/supervisor in related field to manage the project. | 5 years' experience or more = |
| | | 30 |
| | Substantiation: Provide copy of CV and Certificate of 5 | 4 years' experience = 15 |
| | years experienced manager/supervisor in related field to | 3 years' experience and less = 5 |
| 3. | manage the project. | No proof submitted = 0 |
| | Total Points | 100% |

4.4 STAGE 4: PRICE AND SPECIFIC GOALS CRITERIA

Bid will be evaluated on the basis of the PPPFA 80/20-point system as presented in the Preferential Procurement Regulations 2022, for this purpose SBD 6.1 form should be scrutinized, completed and submitted together with your quotation.

The 80/20-point system will be as follows:

| Price Assessment | 80 Points |
|------------------|-----------|
| Specific Goals | 20 Points |

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5. SCHEDULE OF WORK CARRIED OUT BY THE BIDDER

The bidder must indicate in the spaces provided below a complete list of similar contracts awarded over the last five (5) years, including the current contract (if any). This information shall be deemed to be material to the award of this bid.

| Company Name | Nature of work | Value of the work | Contact person & contact number | Duration of the project (Start and end date) |
|-----------------|----------------|----------------------|--|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| Signature of person authorized to sign the bid: | |
|---|---|
| Date: | _ |

7. DECLARATION OF INTEREST

SBD4

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

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.

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| 2.2.1lf 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 tru | e 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.
- 3.5 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.
- 3.6 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.
- 3.7 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.

Joint venture or Consortium means an association of persons for the purpose of combining their

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expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

| 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 TER | MS |
| OF PARAGRAPH 6 OF PFMA SCM I | INSTRUCTION 03 OF 2021/22 ON PREVENTING A | ND |
| COMBATING ABUSE IN THE SUPP | LY CHAIN MANAGEMENT SYSTEM SHOULD T | HIS |
| DECLARATION PROVE TO BE FALSE. | | |
| | | |
| | | |
| Signature | Date | |
| | | |
| | | |
| Position | Name of Bidder | |

SBD 6.1

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS 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 quote (RFQ):
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 To be completed by the organ of state

- a) The 80/20 preference point system will be applicable in this RFQ. The lowest/ highest acceptable tender will be used to determine the accurate system once Bidders 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 Bidder 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 BIDDER, 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) "bid" 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) "The Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

e) "Historically Disadvantaged Individual (HDI)"

- i. Means a South African citizen who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) ("The Interim Constitution") and/or
- ii. Who is a female; and/or
- iii. Who has a disability
- f) "Disability" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- g) "Youth" Has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008)
- h) "Specific goals" means specific goals as contemplated in section 2(1)(d) of the PPPFA which may include contracting with persons, or group of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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 Bidder 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 quotations for income-generating contracts, that either the 80/20 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 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 80/20 preference point system.

Points awarded for historically disadvantaged individuals

Preference points for HDI's are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP= Points awarded for equity ownership by an HDI

NOP= The maximum number of points awarded for equity by an HDI in that specific category

EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDI's.

A consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification certificate for every separate tender.

Table 1: Specific goals for the RFQ 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 BIDDERs: The Bidder 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) | Percentage Owned (To be completed by the BIDDER) | Number of points claimed (80/20 system) (To be completed by the BIDDER) |
|--|---|--|---|
| HDI | 6 | % | |
| Woman | 4 | % | |
| Disabled | 1 | % | |
| Youth | 4 | % | |
| Locality | 5 | | |
| City of Johannesburg = 5 Gauteng Province = 3 National = 0 | | | |
| Total Points | 20 | | |

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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 Bidder 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 BIDDER(S) |
|-------------------|---------------------------|
| SURNAME AND NAME: | |
| DATE: ADDRESS: | |