



**KWAZULU-NATAL PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

## BID DOCUMENT

<b>BID NUMBER:</b>	ZNB5296/2026 -H
<b>SERVICE DESCRIPTION</b>	APPOINTMENT OF SERVICE PROVIDERS TO RENDER A COMPREHENSIVE HEALTH CARE RISK WASTE MANAGEMENT (HCRWM) SERVICES FOR VARIOUS INSTITUTIONS. THREE (3) YEAR CONTRACT.
<b>Closing Date:</b>	30 June 2026
<b>Closing Time:</b>	11:00
<b>Venue:</b>	Central Supply Chain Management Unit Old Boys Model School (OBMS) 310 Jabu Ndlovu Street PIETERMARITZBURG, 3201
<b>Non-Compulsory Briefing Session</b>	17 June 2026 at 10am via MS Teams Meeting ID: 333 403 199 919 315 Passcode: RF6vT6yZ <a href="https://teams.microsoft.com/meet/333403199919315?p=RJuiG0Yxp8kYUyUFH7">https://teams.microsoft.com/meet/333403199919315?p=RJuiG0Yxp8kYUyUFH7</a>
<b>Name of Bidder:</b>	
<b>CSD Registration Number:</b>	
<b>Income Tax Ref. Number:</b>	

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**PART A:****INVITATION TO BID****YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)**

BID NUMBER:	ZNB5296/2026 -H	CLOSING DATE:	30 June 2026	CLOSING TIME:	11am
DESCRIPTION	<b>APPOINTMENT OF SERVICE PROVIDERS TO RENDER A COMPREHENSIVE HEALTH CARE RISK WASTE MANAGEMENT (HCRWM) SERVICES FOR VARIOUS INSTITUTIONS. THREE (3) YEAR CONTRACT</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>(OLD BOYS SCHOOL BUILDING), 310 JABU NDLOVU STREET, PIETERMARITZBURG 3200</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Reka Deonundhan		CONTACT PERSON	Babongile Mhlongo	
TELEPHONE NUMBER	033-8158361		TELEPHONE NUMBER	0609823333	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Scm.demandmanagement@kznhealth.gov.za		E-MAIL ADDRESS	<a href="mailto:Babongile.Mhlongo@kznHealth.gov.za">Babongile.Mhlongo@kznHealth.gov.za</a>	

**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:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[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]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

**PART B:****TERMS AND CONDITIONS FOR BIDDING****1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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](http://www.sars.gov.za)) .
- 2.4 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.5 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.6 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:**

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**CAPACITY UNDER WHICH THIS BID IS SIGNED:**

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

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**DATE:**

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## SECTION A: SPECIAL INSTRUCTIONS AND NOTICE TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, AND THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice-versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed, and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere after the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidder must initial every page of the bid document.
18. In terms of Treasury Regulation 16A6.3(a)(i) "The accounting officer must ensure that bid documentation and the general conditions of a contract are in accordance with the instructions of the National Treasury." Bidders are expected to be familiar with the general conditions applicable to government bids, contracts and orders; and rights and obligations of all parties involved in doing business with government.

## SECTION B: CENTRAL SUPPLIERS DATABASE

### A. REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

- 1.1 In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
- 1.2 Prospective suppliers should register on the CSD website [www.csd.gov.za](http://www.csd.gov.za).
- 1.3 If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
  - 1.3.1 cancel a bid or a contract awarded to such a supplier, and the supplier would become liable for any damages if a less favourable bid is accepted, or less favourable arrangements are made.
- 1.4 The same principles as set out in paragraph 3 above are applicable should the supplier fail to request an update of its information on the Central Suppliers Database, relating to changed particulars or circumstances.
- 1.5 **NB: If the supplier is not registered at the closing time of the bid, the supplier will be disqualified at the bid evaluation process.**

### B. DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (Name of bidder/authorized representative) \_\_\_\_\_, WHO REPRESENTS (state name of bidder) \_\_\_\_\_ WITH CSD REGISTRATION NUMBER \_\_\_\_\_ AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE (CSD) WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

\_\_\_\_\_  
**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

**DATE:** \_\_\_\_\_

**SECTION C: OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE**

**NB: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.**

<b>Bid Reference Number:</b>	ZNB 5296/2026-H
<b>Goods/ Service/ Work:</b>	APPOINTMENT OF SERVICE PROVIDERS TO RENDER A COMPREHENSIVE HEALTH CARE RISK WASTE MANAGEMENT (HCRWM) SERVICES FOR VARIOUS INSTITUTIONS. THREE (3) YEAR CONTRACT.
<b>Site/Building/Institution involved:</b>	MS TEAMS MEETING Meeting ID: 333 403 199 919 315 Passcode: RF6vT6yZ <a href="https://teams.microsoft.com/meet/333403199919315?p=RJuiG0Yxp8kYUyUFH7">https://teams.microsoft.com/meet/333403199919315?p=RJuiG0Yxp8kYUyUFH7</a>

This is to certify that (name of bidder's representative) \_\_\_\_\_

On behalf of (company name) \_\_\_\_\_

Visited and inspected the site on \_\_\_17\_\_\_ / \_\_\_June\_\_\_ / \_\_\_20\_26\_ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

\_\_\_\_\_  
**Signature of Bidder or Authorized Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name of Bidder (Print)**

**Departmental Stamp (with date)**

**SECTION D: BIDDER'S DISCLOSURE FORM (SBD4)**

**1. PURPOSE OF THE FORM**

1.1 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 interest 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:

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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:

---



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**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 consortium<sup>2</sup> 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.

- 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**

\_\_\_\_\_  
**Name of Bidder**

\_\_\_\_\_  
**Position**

<sup>1</sup> 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.

<sup>2</sup> 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.

## SECTION E: THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (SBD 5)

### INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

### 1. PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- a) Any single contract with imported content exceeding US\$10 million.  
or
  - b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2-year period which in total exceeds US\$10 million.  
or
  - c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.  
or
  - d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

### 2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

### 3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid / contract number.
  - Description of the goods, works or services.
  - Date on which the contract was accepted.
  - Name, address and contact details of the government institution.
  - Value of the contract.
  - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, fax (012) 394 2401 or e-mail at [elias@thedti.gov.za](mailto:elias@thedti.gov.za) for further details about the programme.

#### 4. PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a) the contractor and the DTI will determine the NIP obligation;
  - b) the contractor and the DTI will sign the NIP obligation agreement;
  - c) the contractor will submit a performance guarantee to the DTI;
  - d) the contractor will submit a business concept for consideration and approval by the DTI;
  - e) upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
  - f) the contractor will implement the business plans; and
  - g) the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

**BID NUMBER:** \_\_\_\_\_ **CLOSING DATE:** 30 June 2026 \_\_\_\_\_

**NAME OF BIDDER:** \_\_\_\_\_

**POSTAL ADDRESS:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **NAME (PRINT):** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## SECTION F: PREFERENCE POINTS CLAIM FORM

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

**NB: BEFORE COMPLETING THIS FORM, BIDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE BID AND PREFERENTIAL PROCUREMENT REGULATIONS, 2023**

### 1. GENERAL CONDITIONS

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

- 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**

- a) The applicable preference point system for this Bid is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this Bid. The lowest/ highest acceptable Bid will be used to determine the accurate system once Bids are received.

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

- 5 Price; and
- 6 Specific Goals.

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

The maximum points for this Bid are allocated as follows:

	POINTS	POINTS
PRICE	90	80
SPECIFIC GOALS	10	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>	<b>100</b>

1.5 Failure on the part of a Bidder to submit proof or documentation required in terms of this Bid to claim points for specific goals with the Bid, 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 Bid 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 Bidding process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money Bided 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) **“Bid 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:

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

Where

Ps = Points scored for price of Bid under consideration

Pt = Price of Bid under consideration

Pmin = Price of lowest acceptable Bid

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

##### 3.2.1 POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of Bid under consideration

Pt = Price of Bid under consideration

Pmax = Price of highest acceptable Bid

#### 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 Bid. For the purposes of this Bid the Bider 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 Bid:

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 Bid documents, stipulate in the case of—

- (a) an invitation for Bid for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable Bid will be used to determine the applicable preference point system; or
- (b) any other invitation for Bid, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable Bid 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 Bid and points claimed are indicated per the table below.**

- a) **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.
- b) **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 Bid	Number of points claimed (80/20 or 90/10)  (To be completed by the Bidder)	Number of points allocated (90/10 or 80/20 System)  (To be completed by Departmental official)
In terms of Departmental Preferential Procurement Regulation Policy 2023, companies that are at least 51% Owned by Black People are given 10 or 20 Points		

**Note:** Ownership verification may be conducted through Central Suppliers Database by National Treasury, through the B-BBEE scorecard attributes or Companies and Intellectual Property Commission (CIPC), using Municipal Local Economic Development Database, Confirmation Letters from Municipality and councillors.

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm: \_\_\_\_\_

4.4 Company registration number: \_\_\_\_\_

#### 4.5 TYPE OF COMPANY/ FIRM (tick the applicable one)

<input type="checkbox"/>	Partnership/Joint Venture / Consortium	<input type="checkbox"/>	Personal Liability Company
<input type="checkbox"/>	One-person business/sole propriety	<input type="checkbox"/>	(Pty) Limited
<input type="checkbox"/>	Close corporation	<input type="checkbox"/>	Non-Profit Company
<input type="checkbox"/>	Public Company	<input type="checkbox"/>	State Owned Company

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 Bid, 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 Biding 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 Bider 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)**

\_\_\_\_\_  
**DATE**

**SURNAME AND NAME:**

\_\_\_\_\_

**ADDRESS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SECTION G: AUTHORITY TO SIGN THE BID**

**AUTHORITY TO SIGN THE BID DOCUMENTS**

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

<b>Close Corporation</b>		<b>Partnership</b>	
<b>Company</b>		<b>Co-operative</b>	
<b>Sole Proprietor</b>		<b>Joint Venture/Consortium</b>	Incorporated
			Unincorporated

I/We, the undersigned, being the Member(s) (Cooperative)/ Sole Owner (Sole Proprietor)/ Member(s) (Close Corporation)/ Partners (Partnership)/ Director(s) (Company)/ or Lead Partner (Joint Venture or Consortium), in the enterprise trading as:

\_\_\_\_\_

hereby authorise Mr/Mrs/Ms/Dr:

\_\_\_\_\_

acting in the capacity of:

\_\_\_\_\_

whose signature is:

\_\_\_\_\_

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

*(If the space provided is not enough, please list all the directors in a 'resolution letter' that must be attached to this bid)*

**Note:**

The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

**Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.**

**NATIONAL TREASURY**

**Republic of South Africa**



**GOVERNMENT PROCUREMENT:**

**GENERAL CONDITIONS OF CONTRACT**

**July 2010**

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**NOTES:**

The purpose of this document is to:

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

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

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

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## 1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **“Contract”** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **“Day”** means calendar day.
- 1.8 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **“Force majeure”** means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **“GCC”** means the General Conditions of Contract.
- 1.15 **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.21 **“Purchaser”** means the organization purchasing the goods.
- 1.22 **“Republic”** means the Republic of South Africa.
- 1.23 **“SCC”** means the Special Conditions of Contract.
- 1.24 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 **“Written”** or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

**2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

**4. Standards**

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

**5. Use of contract documents and information; inspection.**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

**7. Performance security**

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

**8. Inspections, tests, and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- i) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - ii) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - iii) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - iv) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - v) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
  - vi) Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. Spare parts**

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- i) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - ii) in the event of termination of production of the spare parts:
    - o Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - o following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

#### **16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

#### **17. Prices**

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

#### **18. Contract amendments**

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

#### **19. Assignment**

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

#### **20. Subcontracts**

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

#### **21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser

in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- a) the name and address of the supplier and / or person restricted by the purchaser;
  - b) the date of commencement of the restriction
  - c) the period of restriction; and
  - d) the reasons for the restriction.

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

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

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

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

#### **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

#### **26. Termination for insolvency**

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

#### **27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

b) the purchaser shall pay the supplier any monies due the supplier.

#### **28. Limitation of liability**

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6.:

i) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- ii) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**30. Applicable law**

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

**31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

**33. National Industrial Participation (NIP) Programme**

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**34. Prohibition of Restrictive practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

*I hereby confirm that I have read the General Conditions of Contract (GCC) as published by the National Treasury and I confirm that I fully understands its contents and conditions. I also confirm that I am willfully committing to abiding by its contents.*

<b>Name:</b>		<b>Signature:</b>	
<b>Title/ Role:</b>		<b>Date:</b>	



**KWAZULU-NATAL PROVINCE**

HEALTH  
REPUBLIC OF SOUTH AFRICA

## SPECIAL CONDITIONS OF THE CONTRACT

**ZNB5296/2026-H**

### APPOINTMENT OF SERVICE PROVIDERS TO RENDER A COMPREHENSIVE HEALTH CARE RISK WASTE MANAGEMENT (HCRWM) SERVICES FOR VARIOUS INSTITUTIONS. THREE (3) YEAR CONTRACT.

<b>NON COMPULSORY BRIEFING SESSION VENUE:</b>	17 June 2026 MS Teams <a href="https://teams.microsoft.com/meet/333403199919315?p=RJuiG0Yxp8kYUyUFH7">https://teams.microsoft.com/meet/333403199919315?p=RJuiG0Yxp8kYUyUFH7</a> Meeting ID: 333 403 199 919 315 Passcode: RF6vT6yZ			
<b>CLOSING DATE AND TIME OF BID:</b>	<b>DATE:</b>	30 June 2026	<b>TIME:</b>	11:00am
<b>BID VALIDITY PERIOD:</b>	180 Days			

## 2.1 DEFINITIONS AND ACRONYMS

In addition to the definitions contained in paragraph 1 of the GCC, the following terms shall be interpreted as indicated:

<b>“Accounting Officer”</b>	means a person described in Section 36 of the Public Finance Management Act, Act No. 1 of 1999 (As amended by Act 29 of 1999).
<b>“Area”</b>	Means a group of districts that are clustered in a singular contract
<b>“Contract Duration”</b>	means the period between the commencement and termination of the contract.
<b>“Confidential Information”</b>	means but is not limited to contents of the contract, or any provision thereof, or any specification, plan, know-how, drawing, pattern, sample, or information furnished by or on behalf of the Department in connection therewith, to any person other than a person employed by contractor or service provider in the performance of the contract.
<b>“Department”</b>	means the KwaZulu-Natal Department of Health.
<b>“Head of Department”</b>	means the Head of Department for KwaZulu-Natal Department of Health as defined in Schedule 2 Column 1 and 2 of the Public Service Act 1994 (Proclamation 103 of 3 June 1994, as amended).
<b>“Health Facilities”</b>	means Head Office, District Offices, Hospitals, Community Health Centres, Specialized Centres and Clinics under the auspices of the Department of Health in the Province
<b>“ISO Standards”</b>	means standards recognized by International Standard Organization
<b>“Parties”</b>	means the KwaZulu-Natal Department of Health and Contractor or Service provider
<b>“Province”</b>	means the Province of KwaZulu-Natal.
<b>“ROE”</b>	means the Rate of Exchange.
<b>“SABS”</b>	means the South African Bureau of Standards
<b>“SANS”</b>	means the South African National Standards.
<b>“Vendor”</b>	means Contracted Supplier or Service Provider

## A. INTRODUCTION AND SCOPE OF BID

### 1. DESCRIPTION AND FORMAT OF BID

1.1 This bid is for the provision of health care risk waste management (HCRWM) services to the KZN Department of Health a period of thirty-six (36) months.

1.2 This bid document is structured as follows:

- i) Section A: Introduction and Scope of Bid
- ii) Section B: Terms of Reference/ Specification
- iii) Section C: Evaluation Criteria
- iv) Section D: Conditions of Bid
- v) Section E: Conditions of Contract

### 2. DURATION OF CONTRACT

2.1 The contract shall be for a period of **thirty-six (36) months**.

### 3. SCM LEGISLATIVE AND REGULATORY FRAMEWORK

3.1 This bid and all contracts emanating here from will be subject to General Conditions of Contract (GCC) issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999) (PFMA) as well as the Preferential Procurement Policy Framework Act, 2000 (Act no. 5 of 2000) (PPPFA) and its associated Regulations.

3.2 The Special Conditions of Contract (SCC) supplement the GCC. However, when the SCC is in conflict with the GCC, the provisions of the SCC will prevail.

### 4. OBJECTIVES OF THE BID

4.1 The KZN Department of Health aims to appoint a service provider who will support and put in place a comprehensive 'cradle-to-grave' Health Care Risk Waste Management service for all the KZN Department of Health facilities across the province.

### 5. BRIEFING SESSION

5.1 A non-compulsory briefing session will be held as follows:

<b>Venue:</b>	Microsoft Teams Meeting ID: 333 403 199 919 315 Passcode: RF6vT6yZ <a href="https://teams.microsoft.com/meet/333403199919315?p=RJuiG0Yxp8kYUyUFH7">https://teams.microsoft.com/meet/333403199919315?p=RJuiG0Yxp8kYUyUFH7</a>
<b>Date:</b>	17 June 2026
<b>Time:</b>	10h00

5.2 The briefing session will provide bidders an opportunity to seek clarity on certain aspects of the procurement process as set out in this document. The KZN Department of Health reserves the right to answer questions at the briefing session and/or to respond formally after the briefing session.

## **B. TERMS OF REFERENCE/ SPECIFICATION**

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### **TECHNICAL SPECIFICATION FOR THE APPOINTMENT OF A SERVICE PROVIDER/S TO RENDER A COMPREHENSIVE HEALTH CARE RISK WASTE MANAGEMENT (HCRWM) SERVICE FOR A PERIOD OF 3 YEARS.**

#### **1. BACKGROUND:**

- 1.1 KwaZulu-Natal Department of Health's vision is to provide optimal health status for all persons in the province, achieved through the development of a sustainable, coordinated, integrated and comprehensive health system at all levels, based on the primary health care approach through the district health system. The Department has approximately 600 institutions, comprising hospitals, community health centres (CHCs), clinics, medico-legal mortuaries, and emergency medical service (EMS) bases. These institutions, as part of their day-to-day activities and services, generate not less than 4,900 metric tons of health care risk waste (HCRW) per annum.
- 1.2 HCRW is highly regulated and national legislation, standards and departmental policy outline how each HCRW stream must be containerized, stored, collected, transported, treated and ultimately disposed of. Furthermore, the Department, as a waste generator, must ensure that its waste is properly managed from the source of generation to the ultimate disposal. This involves a number of activities and processes of which some are outsourced. It therefore follows that private individuals, waste management companies, corporations or institutions, or interested parties would enter into partnership with the Department to manage HCRW. The tender document, therefore, sets up broad frameworks for partnering with the Department in the management of HCRW.
- 1.3 These tender specifications are developed to ensure a sustainable, cost effective, environmentally acceptable, efficient, uniform and appropriate system for the labelling, internal transportation, interim and central storage, collection, external transportation, treatment and disposal, tracking and traceability, provision of legally compliant containers for all HCRW generated at all Public Health Care Facilities (PHCF) in the Province of KwaZulu-Natal.

#### **2. INTERPRETATION AND APPLICABLE STATUTES:**

- 2.1 All words, expressions and abbreviations used in this Technical Specification shall (unless the context otherwise requires or admits) have the meaning/s as respectively assigned thereto in term of the South African National Standards (SANS) as listed under Section 3.16 below. For purposes of this Technical Specification, no specific requirement herein shall limit the generality of any other requirement.

#### **3. STATUTES RELATING TO HCRWM (AS AMENDED):**

- 3.1 The Constitution of the Republic of South Africa, (Act 108 of 1996).
- 3.2 National Health Act, (Act 61 of 2003).
- 3.3 National Environmental Management Act, (Act 107 of 1998).
- 3.4 National Environmental Management: Waste Act (ACT 59 OF 2008).
- 3.5 National Environmental Management: Environmental Conservation Act (Act 73 of (1989).
- 3.6 National Road Traffic Act, (Act 93 of 1996).
- 3.7 National Water Act, (Act 36 of 1998).
- 3.8 National Waste Information System Regulations No. 625 of 13/08/2012.
- 3.9 Hazardous Substances Act (ACT 15 OF 1973).
- 3.10 Hazardous Waste Electrical and Electronic Equipment, Government Gazette No. 10008, Volume 578, No. 36784 of 23 August 2013.
- 3.11 Medicines and Related Substances Control Act (Act 101 of 1965).
- 3.12 Pharmacy Act (Act 53 of 1974).

- 3.13 Nursing Act (Act 33 of 2005).
- 3.14 Occupational Health and Safety Act (Act 85 of 1993).
- 3.15 Respective and applicable Municipal By-Laws.
- 3.16 The following South African National Standards (SANS);**

SANS NUMBER	NAME
2008	Emergency Response Guidebook.
452:2008	Non-Reusable or Reusable Sharps Containers.
10248-1: 2008	Part 1: Management of HCRW from a healthcare facility.
10248-2: 2009	Part 2: Management of HCRW for healthcare facilities and healthcare providers in rural and remote settings.
10232-1: 2007	Transport of dangerous goods: Part 1: Emergency information system for road transport
10232-3: 2011	Transport of dangerous goods: Emergency response guides.
10232-4: 2007	Transport of dangerous goods: Transport emergency card.
10233: 2008	Transport of dangerous goods: Intermediate bulk containers for road and rail transport.
10233: 2011	Transport of dangerous goods: Intermediate bulk containers for road and rail transport
1518: 2011	Transport of dangerous goods: Design, construction, testing, approval and maintenance of road vehicles and portable tanks
SABS 0246	Accessibility of building to disabled persons.
10229-1: 2010	Transport of dangerous goods: Part 1: Packaging and large packaging for road and rail transport.
10229-2: 2010	Transport of dangerous goods: Part 2: Packaging and large packaging for road and rail transport.
10231: 2010	Transport of dangerous goods: Operational requirements for road vehicles
10228: 2010	The identification and classification of dangerous goods for transport.

#### 4. ENVIRONMENTAL MANAGEMENT PRINCIPLES:

- a) Duty of Care Principle.
- b) Polluter Pays Principle.
- c) Precautionary Principle.
- d) Proximity Principle.

#### 5. AIM:

5.1 The aim of the Technical Specification on the management of HCRW is for the end-user to achieve a cradle-grave management of this infectious waste in a manner that is compliant with applicable legislative and progressive requirements whilst also ensuring the protection of human health and the environment from diseases and risks associated with its poor management.

5.2 This specification is in line with the following 5 pillars of procurement as defined by National Treasury:

- (i) Value for Money,
- (ii) Open and Effective Competition,
- (iii) Ethical and Fair Dealings,
- (iv) Accountability and Reporting, and
- (v) Equity.

## 6. OBJECTIVES:

6.1 The KZN Department of Health aims to achieve the following objectives with this Technical Specification:

- i) To ensure a comprehensive cradle-to grave HCRWM service for all public health care facilities within the KZN province.
- ii) To ensure a legally compliant HCRWM service of a high and reputable standard.
- iii) To ensure a timeous, effective, efficient and reliable HCRWM service.
- iv) To ensure a reliable and compliant service that sustainably meets the agreed technical specification requirements without fail.
- v) To ensure a service with full waste accountability from point of collection to final disposal.
- vi) To ensure a service that is of value for money to the KZN Department of Health.

## 7. METHODOLOGY:

7.1 All procurement procedures as described in the Department's Supply Chain Management Policy (2024) and the Delegations of Authority (2024) which are both aligned with and subject to all the applicable provisions of the Public Finance Management Act (PFMA) and its related Treasury guidelines and instructions.

## 8. GENERAL PROVISIONS:

8.1 All tender bidders shall be required to comply with all the provisions of this technical specification. This technical specification shall apply to all public health care facilities within the KZN Department of Health's 11 Health Districts as indicated in the list of health care facilities. Bidders may bid per Area/District/ as indicated in the list of health care facilities; however, when making an offer, bidders will be bidding for ALL the facilities within the particular Area.

## 9. ADDITIONAL DEFINITIONS:

TERM	DESCRIPTION
Alternative method:	Means a method that will treat Health Care Risk Waste in such a way as to render it non-infectious/ inert or sterile products or residue, to be unrecognizable sterile waste which will contribute to waste minimization preferably utilizing non-burn/ controlled combustion/ thermal or pressurized Technologies.
Chemical Waste	Means expired pharmaceuticals from pharmacies at the Facilities, waste from oncological wards, cytotoxic waste, and other chemical waste generated at the Facilities. Chemical Waste includes liquids and solids and can include flammable substances.
Collection Schedule:	Means the Contractor's schedule for collecting waste from the Facilities. The schedule shall specify days of the week and approximate times that Waste will be collected from each Facility.
Community Health Centre	Means a Facility designated as such by "CHC" in the List of Facilities.
Competent Authority:	Means any agency, department, board, committee, governmental body, local authority, court, inspectorate, official regulator, public statutory person or appointee of the Republic or the Province (whether autonomous or not) having jurisdiction (whether by virtue of Legislation, delegated authority, customary law or otherwise) over any of the parties hereto, the subject matter of this Contract and/or the performance of any of the parties' respective obligations under this Contract.
Container:	Means disposable or reusable vessel in which waste is placed for handling, transportation, storage, or eventual treatment or disposal (or both)
Controlled Combustion/ Autoclave/ Non-Burn/ Thermal or Microwave Treatment:	Means any method, technique or process for microbial inactivation or for otherwise altering the biological, chemical or physical characteristic of Waste so as to render the material unrecognizable and render all sharps unusable and ensure that all blades are broken or partly broken, and in order to reduce

TERM	DESCRIPTION
	the hazards which the health care risk waste presents and to facilitate disposal by means of, typically, a controlled combustion or non-burn.
Cytotoxic waste	Means waste that is toxic to cells and that can lead to cell death.
Disposable Container:	<p>Disposable Containers shall include the following:</p> <ul style="list-style-type: none"> <li>○ Sharps Containers, including containers for long sharps;</li> <li>○ Speci-bin Containers for Pathological Waste;</li> <li>○ Speci-bin Containers for Chemical Waste;</li> <li>○ Red liners for General Infectious Waste, including sealing mechanisms for liners;</li> <li>○ Transparent liners for General Waste.</li> </ul> <p>All container to be in accordance with SANS10248-1, SANS 452 and SANS 110229-1 and SABS requirements and specifications in relation to the appropriate Acts relating to HCRWM</p>
Department's Representative:	Means such party as the Department may appoint as the Department's Representative for the purposes of this Contract and notify the Contractor in writing.
District:	Means the KwaZulu-Natal Department of Health Districts.
Environment:	<p>Environment is defined as in:</p> <ul style="list-style-type: none"> <li>i) the natural environment, consisting of air, water, land and all forms of life,</li> <li>ii) the social, political, cultural, economic and working context and other factors that determine people's place in and influence on the environment, and</li> <li>iii) natural and constructed spatial surroundings.</li> </ul>
Exposure:	The intake of radiation or pollutant by organisms present in a particular environment (i.e., human, natural), which represents a potential health threat to the living organisms in that environment.
Extraordinary Items:	Disposable items not forming part of the normal daily Waste stream, but with characteristics similar to that of Health Care Risk Waste (HCRW).
Facility:	Means a provincial hospital, community health center, clinic, mortuary or any other health care facility included in the List of Facilities.
Facility Rollout Plan:	Means a detailed strategy for the systematic implementation of the new Waste Management System at individual Facilities within a particular Area.
Infectious Waste:	Means Infectious Waste, other than Sharps Waste and Pathological Waste, which is suspected to contain pathogens and normally causes, or significantly contributes to the cause of increased morbidity or mortality of human beings. It inter alia includes items such as blood, contaminated dressings, contaminated diapers or any other disposable items suspected of being infectious.
Health care risk waste:	<p>Means waste capable of producing any disease and includes but is not limited to the following:</p> <ul style="list-style-type: none"> <li>i) Chemical waste</li> <li>ii) Cytotoxic waste</li> <li>iii) Infectious waste</li> <li>iv) Pathological waste</li> <li>v) Pharmaceutical waste</li> <li>vi) Sharps waste</li> </ul>
HCRW Vehicles:	Means the vehicles used by the Contractor to transport Health Care Risk Waste.
Hospital:	Means a Facility named as such in the List of Facilities and also which is otherwise added to the list during the contract period by the Department's representative
Integrated Health Care Waste Management:	Is a holistic and integrated course of action that specifies the institutional, infra-structural and technological support, as well as human and financial resources required to establish and implement an integrated Health Care Waste Management Strategy.

TERM	DESCRIPTION
Landfill:	To dispose of waste on land, whether by use of waste to fill in excavations or by creation of a landform above grade, where the term 'fill' is used in the engineering sense.
Liquid Wastes:	Any waste material, whether it being hazardous or non-hazardous and that is identified to contain "free liquids", which readily separate from the solid portion of waste under ambient temperature and pressure.
Manifest System:	A system for documenting and controlling the fate of HCRW from "cradle-to-grave".
Non-Combustion Treatment:	Means any method, technique or process for microbial inactivation or for otherwise altering the biological, chemical or physical characteristic of Waste so as to render the Waste unrecognizable and in order to reduce the hazards it presents, and facilitate disposal by any means of technology which does not constitute controlled combustion treatment, including but not limited to autoclave treatment.
Necessary Consents:	Means all consents, licenses, certificates, authorizations, permissions, approvals and permits of any Competent Authority and/or Interested Party that are necessary for the lawful performance of the Services and/or any of the Contractor's other obligations under this Contract.
Pathological Waste:	Means tissues, organs, body parts, extracted teeth and or broken bones, human foetuses and deceased animals infected with zoonotic diseases, blood, and body fluids, but excludes teeth, hair and nails.
Planned Outage:	Means any shutdown or stoppage affecting the operating capacity of the Treatment Plant or any part thereof, which is planned and of which the Department's Representative has been notified in writing, no later than 1 month before its occurrence.
Reusable sharp container:	Means containers designated as suitable for reprocessing and reuse for the lifespan of the container according to SANS10248-1, SANS 452 and SANS 110229-1.
Segregation:	The systematic separation of solid waste into designated categories of HCGW and HCRW respectively.
Service Failure:	Means the Contractor's failure to comply with certain requirements of the Contract.
Sharps Container:	Means a disposable puncture resistant container which, when sealed, cannot be opened without great difficulty, and which is spill proof under normal handling conditions, used for the storage and transport of infected sharps items or reusable sharp container in terms of SANS10248-1, SANS 452 and SANS 110229-1 specifications.
Specibin Container:	Means a disposable puncture resistant container which, when sealed, cannot be opened without great difficulty, and which is spill proof under normal handling conditions, used for the storage and transport of infected pathological waste or waste generated in isolation wards.
Shredding/ Compressing or Encapsulation:	The process where Sterile or unsterile Health Care Risk Waste is cut into an unrecognizable mixture of solid and fibrous matter, compressed and/or encapsulated into an unrecognizable mixture of solid and fibrous matter acceptable for final transportation and disposal.
Treatment:	Means any method, technique, or process designed to change the biological character or composition of any Health Care Risk Waste and to render the byproduct/residue inert so as to eliminate its potential for causing disease, pollution impact on the environment and risk to health.
Treatment Plant:	Means the plant or plants used by the Contractor to treat the Health Care Risk Waste either.
Unit Price:	Means the volumetric and mass price for collecting, transporting, treating and disposing of Health Care Risk Waste or residue, as specified in the Schedule of Rates and Quantities.
Unplanned Outage:	Means any breakdown, stoppage, interruption, outage or cessation of, in or affecting the operating capacity of the Treatment Plant which occurs other than as a consequence of a Planned Outage.
Waste:	Waste shall, for the purpose of this Contract, be relate to Health Care Risk Waste and considered to include: <ul style="list-style-type: none"> <li>i) Infectious Waste;</li> <li>ii) Sharps Waste;</li> <li>iii) Pathological waste;</li> <li>iv) Chemical Waste/ Pharmaceutical waste;</li> </ul>

TERM	DESCRIPTION
	v) Extraordinary Items.
Waste Collection Point:	Means for each Facility, the location at which the Health Care Risk Waste due is delivered to, by the Facilities, Disposable Containers and where the Contractor assumes responsibility of the Health Care Risk Waste. The Contractor shall during its Rollout establish, in consultation with each Facility, the location of each Health Care Risk Waste Collection Point.
Waste Management:	All activities, administrative and operational, associated with the handling, transport, storage, treatment and disposal of Health Care Risk Waste. For the purpose of this tender it will also include the supply, distribution and maintenance of all disposable as well as reusable containers and consumables.
Waste Management Officer	Means the person appointed by the KwaZulu-Natal Department of Health as Waste Management Officer (WMO).
Waste Management Plan	As defined in the National Environmental Management Waste Act, 59 of 2008 which includes a contingency plan
Waste Management System:	Means collectively the supply of disposable containers/ reusable containers, the collection, transport and treatment and disposal, specified in the Project Specification.

## 10. SCOPE OF SERVICE:

10.1 The scope of service required is the following:

- i) The supply of containers.
- ii) Collection of waste from clinics and transport to mother hospitals/treatment facility.
- iii) Transportation from institutions to treatment facilities.
- iv) Treatment.
- v) Disposal of treatment residue.
- vi) Reporting on 'Cradle to Grave' HCRWM processes.

10.2 The services shall be distributed per defined 3 "Areas" which are constituted by various districts in the following manner:

- i) Area 1 Districts: EThekweni and Ugu.
- ii) Area 2 Districts: UMgungundlovu, Harry Gwala, Uthukela, Amajuba, and Umzinyathi
- iii) Area 3 Districts: Ilembe, King Cetshwayo, UMkhanyakude, and Zululand.

## 11. THE FACILITIES:

11.1 The Facilities to be serviced by the Contractor under this Contract are hospitals, community health centers and clinics, EMS bases and Forensic Mortuaries.

11.2 The Contractor shall service all Facilities which are included in the List of Facilities. The List of Facilities is presented in Annexure C [List of Hospitals and clinics to be served].

11.3 This list can be amended by the Department during the Contract Period. The Department shall give the Contractor written notice of any amendments to the List of Facilities. The Contractor shall upon receiving such notice, liaise with Facilities added to the list and arrange with the Department and the Facility for the commencement of Services at that Facility. Likewise, the Contractor shall in consultation with the Department and the Facility terminate its Services to Facilities that may be removed from the list.

11.4 **NB:** *National Health Laboratory Services at the Hospitals handle their own waste, and such the disposal of their waste, therefore, does not form part of this contract.*

## 12. OCCUPATIONAL HEALTH AND SAFETY:

- 12.1 The bidder/s must be familiar and comply with all health and safety regulations and statutes governing occupational health and safety. An operational occupational health and safety plan, in line with Occupational Health and Safety Act, must be made available to the Department. Such an occupational health and safety plan must describe the vaccination programme for all employees, as well as the antiretroviral treatment that will be available in the event of accidents, particularly needle stick injuries. The bidder/s must ensure that all of its employees adhere to the requirements stipulated in the occupational health and safety plan. Furthermore, the bidder/s must ensure the safety of all personnel, subcontractor or partner's personnel as well as that of institution's staff members or members of the public affected by the execution of the services.
- 12.2 Records of all occupational injuries and accidents must be kept and recorded in an Incident Register and reported to the Department. The bidder/s indemnifies the Department against any loss or damage to the Department, the bidder/s or any other person arising as a result of the performance of the services herein.
- 12.3 All the employees (whether permanent or temporary) must be adequately registered for workmanship compensation and no untrained persons must be allowed to carry out any work under this service.

## 13. INFECTION PREVENTION AND CONTROL:

- 13.1 The bidder/s must be familiar and comply with the provincial infection prevention and control guidelines on HCRW management.

## 14. COMMUNICATION AND REPORTING:

- 14.1 **Monthly Progress Reports** shall be submitted by the successful bidder/s no later than the 7th of the subsequent month. These reports will provide a discussion of the challenges that have been encountered during the month, and also a summary of the incident and accident reports of the previous month. The report will give details of any planned/unplanned outages that were experienced and any planned outages that are to be expected.
- 14.2 **Formal Quarterly Review meetings** shall be held between the Department and the successful bidder/s. The purpose of such meetings shall be to review HCRW management in the Department, and strategic discussion around any special activities to be undertaken during the following year.
- 14.3 Should either party require any meetings in addition to the annual meetings, such meeting shall be convened by giving, unless otherwise agreed, at least two weeks' prior written notice to the other party. The bidder/s shall, at all meetings, be represented by a person suitably qualified and authorised to make commitments and enter into agreements on behalf of the bidder/s.
- 14.4 The requirements for reporting to be fulfilled by the bidder/s must include preparing and delivering to the Department:
- i) Copies of all reports required by any legislative provisions;
  - ii) Annual reports;
  - iii) Quarterly reports;
  - iv) Incident reports;
- 14.5 The bidder/s must ensure that each quarterly report, at least, contains the following information:
- 14.5.1 Special issues, which shall include:
- i) Failures by institutions or other parties, e.g. late payments.
  - ii) The bidder's service failures, including a summary of penalties imposed during the year.
- 14.5.2 Organisational issues:
- i) Key personnel;
  - ii) Subcontractors or partners;
  - iii) Suppliers.

#### 14.5.3 Health and safety issues:

- i) Summarised outcomes of medical examinations undertaken on staff;
- ii) Vaccination programme;
- iii) Antiretroviral treatment programme;
- iv) Personal protective material.

#### 14.5.4 Operational issues:

- i) Record of containers delivered with information on type and numbers for each institution;
- ii) Record of waste collected with information about weight for each waste stream per institutions, as well as details of treatment destination;
- iii) Record of treatment process and treatment outcomes for each waste stream.

#### 14.5.5 Financial report:

- i) Financial review of expenditure during the year broken down according to different institutions, different components of services, cost per institution per month, etc.
- ii) Price adjustment factors (if any) during the year;
- iii) Anticipated and actual expenditure for each institution.

#### 14.5.6 Environmental report:

- a) The overview of the environmental performance of the bidder and compliance with environmental legislation.
- b) The annual report must be submitted to the Department no later than 3 months after the end of the Department's financial year (the financial year of the Department ends on the 31st of March). The first annual report must cover the period from the date of commencement of service to the end of the Department's financial year in which the commencement of service date occurs.
- c) The bidder/s must also prepare and issue quarterly reports and submit them to the Department within 1 month from the end of each quarter (the 1st quarter ends on the 30th of June; the 2nd quarter ends on the 30th of September; the 3rd quarter ends on the 31st of December; and the last quarter ends on the 31st of March). Each quarterly report must, inter alia, include:
  - i) Record of the containers delivered with information about type and quantity for each institution;
  - ii) Record of the waste collected with information on weight for each waste stream collected per institutions, as well as the treatment and disposal of such waste;
  - iii) Financial review to include expenditure for each institution;
  - iv) Information on problems encountered specifically to the standards and quality of the service;
  - v) Information on institution's non-compliance to agreed-upon terms;
  - vi) Summary of incidents reported during the quarter, as well as measures taken to rectify them and to prevent their reoccurrence.
  - vii) Health and safety matters; and
  - viii) Environmental matters.

### 15. MONITORING AND EVALUATION:

- 15.1 The bidder/s must always monitor and evaluate its service and, in turn the bidder will be subjected to regular inspections by the Department as part of its contract management and oversight function.

### 16. LIABILITY:

- 16.1 The bidder/s shall, in the process of rendering the service, be liable for any damages or loss arising from the bidder's performance of the service, suffered by the Department or any other person.

### 17. PRICING OF SERVICE:

- 17.1 Bidders must price their bids for the full service as listed under this BID document for each Area per kilogram of waste serviced, i.e., there should be no separate pricing for the supply of containers, collection from clinics, transportation to

treatment facility, and treatment and disposal, but an integrated pricing per kilogram for all the services in each Area as per attached pricing schedules.

## **18. HANDOVER OF THE SERVICE:**

18.1 When the service period is approaching its end, the bidder/s must liaise with the Department, with the objective of ensuring a smooth and efficient transition of responsibilities to new service provider/s, if the outcomes of a tendering process lead to services of new service provider/s being procured. During the handover period, the bidder/s must ensure that available stocks of containers are no more than three month's normal consumption for each institution.

18.2 During the handover period, the following must be forwarded to the Department:

- i) Lists with names and contact details of all contact people for each institution;
- ii) Lists with details of all waste collection points;
- iii) Provide the most recently updated collection schedule;
- iv) Provide details of average most recent 6 months generation volumes per waste stream;
- v) Provide details of routes used by all transportation vehicles; and
- vi) Provide statistics on average monthly consumption for each container/s supplied to each health institution.

## **19. OFF-SITE TREATMENT TECHNOLOGY AND SERVICES:**

### **19.1 SUPPLY OF CONTAINERS**

19.1.1 Containers must be supplied and delivered to institutions, upon receipt of an order, specifying container types and quantities. The design, material, markings, labelling and colour-coding must conform to the stipulations in SANS 10248, SANS 452 and SANS 110229-1. Containers must be SABS approved and the bidder must be able to supply the Department with a report to this effect, whenever there is a need. The Contractor shall as part of its obligations, throughout the Services Period, supply and distribute Re-usable and non-reusable containers for each of the facilities. Re-usable and non-re-usable Containers shall include the following:

- i) Sharps Containers, including containers for long sharps;
- ii) Specibin Containers for Pathological Waste;
- iii) Specibin Containers for Chemical Waste;
- iv) Red liners for General Infectious Waste, including sealing mechanisms for liner i.e. cable ties.
- v) Yellow plastic bags/liners
- vi) Sharps container for tracheal tube and other long needles.
- vii) Pharmaceutical waste containers
- viii) Placenta bags
- ix) Box set (when and if required)

#### **19.1.2 Re-usable and Non-reusable Sharps containers:**

Both Re-usable (when requested) and non-reusable containers must meet with the requirements of SANS 452:2008: Non-reusable and Reusable sharps containers in terms of the following:

- i) Design and Construction.
- ii) Materials.
- iii) Colour.
- iv) Fill Capacity Indicator.
- v) Opening.
- vi) Closure device.
- vii) Handles or any other integral carrying feature.
- viii) Drop test.

- ix) Simulated stacking using an applied load.
- x) Stacking stability.
- xi) Leakage and impact resistance.
- xii) Durability of marking or labelling.
- xiii) Penetration resistance.
- xiv) The decontamination process for reusable sharps containers.

### 19.1.3 Non-reusable Containers for Infectious HCRW:

- a) The containers are mainly used for pathological (red) and pharmaceutical (green) waste. Different applications and rate of generation will require a wide range of sizes of containers to be made available. The containers must meet certain minimum standards in terms of user friendliness, robustness and also the effort required for people to gain access to or come into contact with waste previously disposed. All plastic liners shall be non-reusable.
- b) The container for infectious waste must meet with the requirements of Section 6.2 of the SANS 10248-2 of 2009, Management of healthcare risk waste for healthcare facilities and healthcare providers in rural and remote settings.

## 19.2 COLLECTION FROM CLINICS AND TRANSPORT TO MOTHER HOSPITALS

- 19.2.1 The service provider/s will be expected to collect waste from a central point from clinics and mother hospitals
- 19.2.2 Departmental staff will be responsible for collection of waste from wards to the central point of the facility.
- 19.2.3 The bidder must provide transportation of small volumes of waste from outlying clinics to mother hospitals. The list of hospitals and the respective clinics is attached as **Annexure A**.
- 19.2.4 The bidder must ensure that such mode of transportation conforms to legislative and national standards. The mode of transportation can be a vehicle with a lockable loading compartment, enclosed trailer, purpose-built vehicle or durable lockable container, which is suitable for the low volumes of HCRW.
- 19.2.5 When transporting anatomical waste, cold chain must be maintained by keeping such waste at low temperatures. Furthermore, anatomical waste must be placed in an airtight container with a chemical disinfectant and kept away from direct exposure to sunlight.

**Table: Collection Frequencies**

TYPE OF FACILITY	COLLECTION FREQUENCY
Central and Tertiary Hospitals	Daily Collection. Includes weekends and public holidays
Regional and District Hospitals	Daily Collection. Excluding weekends and public holiday
Community Health Centres and Forensic Pathology facilities,	At least once per week (this may be increased subject to the volumes and requirements as determined by each facility's management)
Primary Health Clinics	At least once a month (or as determined by applicable HCRW storage times) whichever the shorter one.
EMS bases, and other facilities (e.g., training colleges and laundries)	At least once a month (or as determined by applicable HCRW storage times) whichever the shorter one.

## 20.1 TRANSPORTATION FROM INSTITUTIONS TO TREATMENT FACILITIES

- 20.1.1 The bidder must show capacity and capability to provide transportation of waste from institutions to identified treatment facilities. The transportation vehicles must conform to SANS 10231, SANS 1518 and SANS 0232-1, and must have the necessary approval and permits from the relevant transport departments.

- 20.1.2 HCRW vehicles used by the Contractor to transport Waste shall be for the sole purpose of transporting HCRW and may not be used for any other purposes.
- 20.1.3 All HCRW Vehicles shall comply to meet the standards laid down by the National Road Traffic Act (Act 93 of 1996), as well as SANS 10231, SANS 1518 and SANS 0232-1.
- 20.1.4 Access to the HCRW Vehicle's loading compartment shall be safe and unobstructed, thus ensuring easy access for the Contractor's staff.
- 20.1.5 Storage compartments on HCRW Vehicles shall not have any holes or openings that could result in leaking of liquids that may have spilled from containers.
- 20.1.6 The inner surface of the HCRW Vehicle's storage compartment shall be smooth and rust free by being galvanized, manufactured from stainless steel or covered by zinc or other materials approved by the Competent Authorities.
- 20.1.7 The internal finish of the storage compartment shall further allow for easy cleaning, e.g. angles shall be rounded and surfaces shall be smooth, without any material joints creating the opportunity for dirt collection.
- 20.1.8 There shall be a bulkhead between the drivers cabin and load compartment, designed to retain the load, in order to protect the driver, should the vehicle be involved in an accident.
- 20.1.9 Vehicle should be designed to have two compartments: clean compartment and dirty area
- 20.1.10 All HCRW Vehicles shall be equipped with emergency equipment required by the Necessary Consents. This Equipment shall as a minimum include spill kits containing all personal protective equipment like masks, gloves and overalls, as well as folded HCRW containers, brooms, scoops and disinfectants, red tape and fire extinguishers.
- 20.1.11 The contractors shall be familiar with the emergency procedures whilst also trained in the effective use of such emergency equipment. Each vehicle must be manned by trained teams and marked with the international logo for bio-hazardous waste (including contractor information and emergency contact telephone number) and equipped with radio contact or mobile phone.
- 20.1.12 Vehicle operators or any other person who comes into contact with HCRW during collection, transportation and disposal should be immunised against Hepatitis B (this to be verified before the commencement date).
- 20.1.13 Strict security regarding access to vehicles is required (these to be verified during in loco inspection) and safe loading procedure will be made possible with the vehicle.
- 20.1.14 In an event of an accident the successful bidder should take responsibility for any event or indemnity outside the hospital premises.
- 20.1.15 Transport vehicles must be roadworthy, adhere to schedules and back-up vehicles must be available to avoid disruptions in the service. The vehicles must be customised for the sole purpose of transporting HCRW and may not be used for any other purposes. The inner surface and internal finishing must be in line with SANS codes that relate to the transportation of dangerous goods Transport vehicles must meet the requirement as stated under Section 20.1.3 above. The service provider must have and provide the following in terms of transport vehicles:
- a) Have and provide proof of necessary registrations/authorisations and licences,
  - b) Have and provide proof of compliance with road transport legislation for transportation of dangerous goods
  - c) Undertake regular audits and provide reports thereon as required by environmental and transport legislation and licence conditions.
  - d) Have and provide proof of a contingency plan in place.
  - e) Have and provide proof of drivers Hazchem certificates.

## **20.2 COLLECTION OF HEALTH CARE RISK WASTE**

- 20.2.1 HCRW must be collected on a programmed basis in line with collection frequency outlined in SANS 10248 or more regularly when requested by the institution. This also includes Sundays and public holidays. The frequency of collection must be agreed with each institution and form part of the Service Level Agreement (SLA). Furthermore, the bidder must liaise with each institution and the Department to streamline the collection schedule for institutions that are in close proximity to each other.
- 20.2.2 In addition to the requirements that maximum storage times (as outlined in SANS 10248) must not to be exceeded, the frequency of collection must ensure that the accumulation of waste is minimised along with any risk to personnel and patients. This means that waste must be collected as agreed with each institution to avoid the development of odours and attraction of disease vectors, including rats, flies, etc.

## 20.3 WEIGHING AND RECORDS

- 20.3.1 The bidder must ensure that HCRW is weighed and recorded at the point of collection. The weighing must be performed under the supervision of an official from the institution.
- 20.3.2 The bidder must ensure that a waste manifest is completed and maintained, which will form part of the basis for payment of services rendered. The **waste manifest** must contain the following information:
- i) Details of the institution;
  - ii) Details of the institution's representative witnessing weighing, recording and collection;
  - iii) Driver details;
  - iv) Vehicle registration and permit;
  - v) Identification numbers (tracking code) of collected waste;
  - vi) Waste stream and net weight of each waste stream collected;
  - vii) Time and date of collection; and
  - viii) Destination.
- 20.3.3 The waste manifest must be in triplicate, with each copy signed by the Waste Management Officer or a delegated official from the institution and the bidder. One signed copy must be retained by the institution. The remaining two copies must be signed on delivery at the treatment facility to confirm receipt of treatment. The last copy must bear the signature of an authorized official of the disposal facility.

## 20.4 STORAGE OF WASTE

- 20.4.1 The Waste can for a limited period of time be stored at the Waste Collection Point in order to make collection and transport cost effective. The Contractor shall however ensure that the maximum storage times are not exceeded in line with SANS 10248.
- 20.4.2 The storage time shall be understood to be the time when the waste is placed at the waste collection point by the facility, until it is removed from the waste collection point by the contractor.
- 20.4.3 The Contractor shall ensure that no Waste is stored overnight between the time when it is removed from the Facility and the time when it is delivered to the treatment plant. This means that delivery of waste by the Contractor to the treatment plant shall take place within 24 hours of removal from the Facility.
- 20.4.4 The following storage times are applicable:
- a) Pathological Waste: Maximum storage time of 7 days if kept refrigerated at or below -2-degree C, otherwise 24 hours;
  - b) Sharps Waste: Maximum storage time of 90 days;
  - c) Isolation Waste: Maximum storage time of 4 hours after receiving a request for collection;
  - d) Pharmaceutical HCRW: Maximum storage time of 90 days;
  - e) Extraordinary Items: Maximum storage time of 30 days after receiving a request.

## 20.5 TREATMENT AND DISPOSAL SERVICE

### 20.5.1 Basic conditions

- a) The objective of treating HCRW is to deactivate the viruses, bacteria and other pathogens in the waste to a safe level where there is no risk of infection or other negative health impacts to humans, animals and environment.
- b) The Treatment of Waste shall further prevent any intentional or unintentional reuse of objects such as syringes, sharps etc. by completely or partly destroying these objects and rendering it harmless to humans.
- c) Health care risk waste other than pathological and chemical waste shall be treated by means of either controlled combustion treatment, non-combustion treatment technology.
- d) Treatment is not required for chemical waste, provided that it is disposed of at a hazardous waste (Class A) landfill in accordance with the Norms and Standards and necessary consents

- e) Pathological waste shall only be treated by means of incineration treatment (bidder to submit a waste license for an incinerator as well as air emissions license)
- f) The bidder must show capacity and capability to provide treatment and disposal services to the Department. Where capacity of another party will be used, the bidder must include, in the bid document, evidence of such an agreement. The treatment facility, treatment technology and disposal facility must:
  - i) Have and provide proof of necessary authorizations and licenses,
  - ii) Have and provide proof of compliance with environmental legislation, and
  - iii) Undertake regular audits and provide reports thereon as required by environmental legislation and license conditions.
  - iv) Have and provide proof of a contingency plan in place.
  - v) A bidder must submit a Detailed Roll out Plan. The roll out plan should include, service delivery methodology and approach, details of subcontracting in terms of PPPFA regulation 9. The details should include the scope of subcontracting (what portion of the contract is going to be sub-contracted), the value of subcontracting, the companies to be sub-contracted, and sub-contracting agreement (if sub-contracting agreement is available)

### **20.5.2 Treatment**

- g) The treatment technology or treatment process must ensure microbial inactivation or alter the biological, chemical or physical characteristics of HCRW in order to reduce its volume, the hazards it presents, and facilitate its disinfection, neutralisation and change of form to facilitate its disposal. Treatment must prevent any intentional or unintentional reuse of HCRW by completely or partly destroying and rendering it sterile, non-recognisable and not harmful to humans and the environment.
- h) The bidder must show the Department that the treatment technology/s and/or the treatment process/s of choice for all HCRW streams is effective, acceptable, in-line with national norms and standards, and complies with National and International Legislation. Moreover, the treatment residues and emissions from the treatment process must meet National Standards, including Air Quality Standards and Effluent Standards. The bidder must submit, in its bid document, confirmation that they meet all the required license conditions, authorization and provide the necessary compliance certification or audit reports, where applicable.

### **20.5.3 Disposal**

- a) The bidder must have an agreement with, or an access to, a properly approved hazardous waste disposal facility for the disposal of all treatment residues. The residues shall be disposed of in accordance with SANS 10248. The bidder must obtain a certificate from the operator of the waste disposal facility for each consignment of treatment residues delivered, stating the time, date and mass of residues delivered and disposed of, which must be conveyed to the waste generator.
- b) The bidder must ensure that the transportation of the treatment residues is compatible with the type of residues generated to ensure that no danger, nuisance, or inconvenience is caused to people and the environment at or near the treatment facility, along transportation routes or at the disposal facility.
- c) The bidder must ensure that random or scheduled treated by-product or residue testing is conducted to ensure efficacy and sustainability, such testing should be conducted by an independent laboratory and such reports submitted to the Waste Manager.

### **20.5.4 Disposal of extraordinary waste items**

- a) Institutions generate extraordinary HCRW items, such as contaminated pillows, mattresses, etc. The bidder must arrange, with the institution concerned, for the appropriate handling of such items once the bidder is notified of the existence of such items. Transportation, treatment, and disposal of such items must be in accordance with legislative and SANS requirements. Costing of such items shall be separate, and the invoice must provide a detailed breakdown of costs for transport, treatment, and disposal.

## **20.6 TRACEABILITY**

20.6.1 This is not a separate service and bidders will be expected, as part of their obligations throughout the service period, to ensure that the services are integrated both up and down the waste stream to ensure that waste can be traced from generation until final disposal. The bidder is expected to work with the Department, and possibly other bidders, in initiating, operating, and managing a tracking system (whether electronic or manual) for their part of the service, should the services be split amongst various bidders.

## **20.7 WASTE MANAGEMENT PLAN INCLUDING CONTINGENCY PLAN AS PRESCRIBED BY NATIONAL ENVIRONMENTAL MANAGEMENT WASTE ACT 59, OF 2008**

20.7.1 A bidder must provide a contingency plan for dealing with any disruption of service and must include the following:

**a) Container System**

Stock control measures that will be applied to ensure ample supply of containers. The manufacturing of containers must be contracted to reputable SANS/SABS approved manufacturers to ensure consistent quality and availability.

**b) Transportation**

A back-up vehicle which be made available to ensure the smooth running of the service in case of vehicle maintenance or traffic accidents.

**c) Treatment**

The service provider should offer the initial services along with failover or back-up contingency plan for the HCRWM treatment in-line with requirements to ensure continuity of services.

**d) Disposal Breakdown**

The contractor shall in the event of a protracted disposal breakdown, necessitating burial of the hazardous waste, use only a permitted class H:H or H:h in extreme emergency cases on authorization landfill site and this disposal shall be in accordance with Department of Water Affairs and Forestry: Minimum requirements for the Handling, Classification and Disposal of Hazardous Waste, Second edition, 1998. A copy of the most recent approval certificate for such a site is to be forwarded to the affected Institutions, prior to disposal.

## **20.8 TRACKING SYSTEM FOR CONTAINERS**

20.8.1 The service provider must implement an appropriate electronic tracking system for waste containers delivered and collected from the department's facilities. The system must create an accurate electronic record of all disposable and reusable containers from 'cradle-to-grave'. Each container must have a unique secure tracking number that is clearly visible on the outside of the container. The tracking system must link each waste container to the exact vehicle that collected it up to the point of its disposal.

20.8.2 The electronic system must allow the verification of data by a representative of the department whenever such information is required by the department.

## C. EVALUATION CRITERIA

### 1. INTRODUCTION

1.1 This bid will be evaluated based on the four (4) phases, should the bidder fail to comply with the requirements of this evaluation criteria it will not progress to the next or last phase of the evaluation.

- i) **Phase 1:** Administrative Compulsory Requirements
- ii) **Phase 2:** Technical/Functionality Evaluation
- iii) **Phase 3:** Price and Preference Points
- iv) **Phase 4:** Objective Criteria

1.2 The maximum points for this bid are allocated as follows:

CATEGORY	POINTS
PRICE	80 or 90
PREFERENCE POINTS	20 or 10
<b>Total points for Price and must not exceed</b>	<b>100</b>

Historically Disadvantaged Individuals (Persons)	POINTS
Points for specific goals will be allocated to companies at least 51% owned by Black People	10 or 20

**Note:** Ownership verification may be conducted through Central Suppliers Database by National Treasury, through the B-BBEE scorecard attributes or Companies and Intellectual Property Commission (CIPC),

### 2. PHASE 1: ADMINISTRATIVE AND COMPULSORY REQUIREMENTS

Bidders are required to fully comply with each of the items listed below. Failure to comply with this directive will result in immediate disqualification of the bidder and they will be excluded from any further bidding.

No.	Document Name	Included in the published bid document? (Yes/No)	To be returned by bidder? (Yes/No)
<b>Administrative and Compulsory Requirements</b>			
1.	Part A: Invitation to Bid (SBD 1)	Yes	Yes
2.	Part B: Terms and Conditions for Bidding (SBD 1)	Yes	Yes
3.	Section A: Special Instructions Regarding Completion of Bid	Yes	Yes
4.	Section B: Registration on Central Suppliers Database (CSD)	Yes	Yes
5.	Section C: Bidder's Disclosure (SBD 4)	Yes	Yes
6.	Section D: Official Briefing Session Form ( <b>Not Applicable</b> )	Yes	Yes

No.	Document Name	Included in the published bid document? (Yes/No)	To be returned by bidder? (Yes/No)
7.	Section E: The National Industrial Participation Programme (SBD 5)	Yes	Yes
8.	Section F: Preference Points Claim Form (SBD 6.1)	Yes	Yes
9.	Section G: Authority to Sign A Bid	Yes	Yes
10.	Section H: General Conditions of Contract (GCC)	Yes	Yes
11.	Section I: Special Conditions of Contract	Yes	Yes
12.	Section J: Pricing Schedules (SBD 3.2)	Yes	Yes

Bid-Specific Mandatory Requirements (To be submitted by the bidder)		NOTES
<p>Where any permits or authorizations are required, the following information is applicable:</p> <p>(a) Failure to submit appropriately certified copies of relevant permits or authorizations will render the bid invalid.</p> <p>(b) <b>Certified copies must not be older than 3 months.</b></p> <p>(c) Where any part of the service is done by a 3rd party ALL applicable license/permits as per below must also be provided for such a 3rd party.</p> <p>(d) The requirements listed in the 'notes' column below is in addition to the requirements listed in a) to c) above.</p>		
1.	Consortium/ Joint Venture/ Partnership Agreement	○ If Applicable
2.	B-BBEE certificate indicating the B-BBEE status level of contributor.	○ Sworn Affidavit OR ○ The B-BBEE certificate must be issued by a SANAS accredited verification agency.
2.	Proof of valid registration with the South African Waste Information System (SAWIS)	
3.	Valid Waste Management License for a Treatment Facility	○ Bidders must submit certified copies of Waste Licence for treatment technology for the facility that will be used. ○ If outsourced, a valid agreement to use the facility
4.	Waste Management Licence for a Landfill Site	○ Bidders must submit a copy of the Waste Licence for the landfill site. ○ If outsourced, a valid agreement to use the facility
5.	Permit to incinerate	○ Incinerator waste license and air emissions license must be submitted. ○ If outsourced, a valid agreement to use the facility <b>(NB: This is applicable to all bidders - Bidders using</b>

<b>Bid-Specific Mandatory Requirements (To be submitted by the bidder)</b>		<b>NOTES</b>
		non-burn technologies must again submit these licences and agreements thereof.)
6.	Valid SAHPRA manufacturers OR wholesalers' licence for medical devices	<ul style="list-style-type: none"> <li>○ For containers</li> <li>○ Spill Kits</li> <li>○ Biohazardous boxes and tape</li> </ul>
7.	Hazchem Certificates for drivers:	<ul style="list-style-type: none"> <li>○ A minimum of five (5) driver Hazchem certificates to be submitted.</li> </ul>
8.	Permit and valid licence for the transportation of dangerous goods	<ul style="list-style-type: none"> <li>○ Valid</li> </ul>
9.	Professional Driving Permit (PrDP) (PDP and Dangerous Goods Permit)	<ul style="list-style-type: none"> <li>○ At least five (5) valid permits to be submitted.</li> </ul>
10.	Certified copy of the latest audited annual financial statements	<ul style="list-style-type: none"> <li>○ Must be financial year that ended not more than 18 months prior to the closing date of this bid.</li> </ul>
11.	Waste Management Plan	<ul style="list-style-type: none"> <li>○ As per National Environmental Management Waste Act 59 of 2008.</li> </ul>
12.	Detailed Project Roll out Plan.	<ul style="list-style-type: none"> <li>○ The roll out plan must include service delivery methodology and approach as per the technical specification.</li> </ul>
13.	Valid Public Liability Insurance Certificate - A minimum cover of R20 million rand.	<ul style="list-style-type: none"> <li>○ Letter from the insurer.</li> </ul>
14.	Bank Rating letter from the bank indicating a rating of A or B for the amount of at least R5million.	<ul style="list-style-type: none"> <li>○ Original letter from the bank.</li> </ul>

### 3. PHASE 2: TECHNICAL/ FUNCTIONALITY EVALUATION

Bidder must obtain minimum of **35 points out of 50 points (70%)** to proceed to the next stage provided the bidder has scored more than 6 points under each of item 1 and 2 respectively.

**Table \*\*: Evaluation Criteria – Technical and Functionality**

ITEM	EVALUATION CRITERIA	MAXIMUM POINTS	DOCUMENTARY EVIDENCE
1	<p>Previous experience in providing medical waste management services in South Africa: experience in medical waste management in Health Institutions:</p> <ul style="list-style-type: none"> <li>○ Above 5 years =10 points</li> <li>○ Above 3 years up to 5 years = 6 points</li> <li>○ 1 - 3 years = 4 points</li> <li>○ Below 1 year = 0 point</li> </ul>	10	<ul style="list-style-type: none"> <li>○ At least three (3) references of contracts that meet the requirements of the category of points.</li> </ul>
2	<p>Operational capacity demonstrated by the number of contracts held in the past 5 years</p> <ul style="list-style-type: none"> <li>○ Above 5 contracts: =10 points</li> <li>○ 4 – 5 contracts: =8 points</li> <li>○ 2 - 3 contracts: =5 points</li> <li>○ Less than 2 contracts: =0 points</li> </ul>	10	<ul style="list-style-type: none"> <li>○ Copies of award letters/contract documents as proof of previous contracts. The reference letters MUST indicate that contracts are/were executed satisfactorily.</li> <li>○ Reference letters must have contactable details of the client.</li> </ul>
3	<p>Physical Resources Availability/accessibility to purposefully designed and equipped vehicles that are at least 8-ton in capacity</p> <ul style="list-style-type: none"> <li>○ 5 vehicles and above: =10 points</li> <li>○ 4 vehicles: = 6 points</li> <li>○ 3 vehicles: = 5 points</li> <li>○ 2 vehicles: = 4 points</li> <li>○ Less than 2 vehicles: = 0 points</li> </ul>	10	<ul style="list-style-type: none"> <li>○ Vehicle registration documents/ agreement letter with the hiring company in line with the National Road Traffic Act in line with the duration of the contract</li> </ul>
4	Health care risk waste management plan (including occupational safety plan)	10	<ul style="list-style-type: none"> <li>○ A Health care risk waste management plan that covers all the required areas</li> </ul>
5	Comprehensive cradle to grave contingency Plan	10	<ul style="list-style-type: none"> <li>○ Contingency plan to cover all applicable areas</li> </ul>
	<b>Total</b>	<b>50</b>	

#### 4. PHASE 3: ON-SITE ASSESSMENT

- 4.1 Bidders that meet the 70% requirement in Phase 3 of evaluation will proceed to the next phase, which is the on-site assessment.
- 4.2 During the onsite assessment, the Department reserves the right to physically verify contents that are claimed and contained in the technical evaluation (Phase 2).
- 4.3 Bidders evaluated onsite must meet a minimum of **35 out of 50 points (70%)** for this assessment in order to proceed to the next phase of evaluation.

**Table \*\*: Evaluation Criteria – Onsite Assessment**

ITEM	EVALUATION CRITERIA	MAXIMUM POINTS
1	<b>QUALITY MANAGEMENT SYSTEM:</b> <ul style="list-style-type: none"> <li>○ Evidence of a document management system (4)</li> <li>○ Availability and functionality of a tracking system (2)</li> </ul>	6
2	<b>PROCESSING/ TREATMENT OF WASTE:</b> <ul style="list-style-type: none"> <li>○ Assessment of the treatment process (compliance with prescribed times, equipment) (10)</li> <li>○ Compliance with all applicable laws (10)</li> </ul>	20
3	<b>STAFF COMPLIANCE:</b> <ul style="list-style-type: none"> <li>○ Availability and utilization of PPE (3)</li> <li>○ Existence of hygiene procedures (4)</li> <li>○ Procedures for needle stick injuries to staff (3)</li> </ul>	10
4	<b>STORAGE FACILITIES:</b> <ul style="list-style-type: none"> <li>○ Assessment of the suitability of the physical facility (storage area, drainage system, separation and demarcation of areas) (4)</li> <li>○ Management of used and unused containers (3)</li> <li>○ Existing, functional Plant Maintenance Plan (3)</li> </ul>	10
5	<b>VEHICLE ASSESSMENT:</b> <ul style="list-style-type: none"> <li>○ Vehicles adequately equipped and marked with the appropriate markings</li> <li>○ Availability of spill kits in every vehicle</li> </ul>	4
	<b>Total</b>	<b>50</b>

## 5. PHASE 4: PRICE AND PREFERENCE POINTS

5.1 The value of this bid is estimated to exceed R 50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable.

5.2 Points for this bid shall be awarded for:

- i) Price; and
- ii) Specific Goals

5.3 The maximum points for this bid are allocated as follows:

CATEGORY	POINTS
PRICE	80 or 90
PREFERENCE POINTS	20 or 10
<b>Total points for Price and must not exceed</b>	<b>100</b>

### Awarding of points for Specific Goals:

10 full points will be allocated to companies who are at least **51% owned by Black Africans**

### **False Declaration**

The Department reserves the right to verify information submitted by bidder by using other computer assisted verification technics. Should the bidder submit false or fraudulent proof to claim points for specific goals, the bidder will not score points for specific goals.

### **Scoring of points**

Should the responsive bidder fail to submit proof to claim points for specific goals, the bid will not be disqualified but the offer will not score points for specific goals (zero points).

## 5.4 Comparative Price (90 points for price)

- a) All bids that are compliant with the technical evaluation will be evaluated according to the 90/10 Preference Point System.
- b) The “**total price per kg**” is the price that will be contractually applicable and payable to the successful bidder for each type of waste.

## 6. PHASE 5: OBJECTIVE CRITERIA

6.1 In an attempt to broaden participation in the market, the department will use section 2(1)(f) of Preferential Procurement Policy Framework Act to award this bid.

6.2 The Department of Health Bid Adjudication Committee (DBAC) will apply objective criteria when awarding this bid. Therefore, each bidder will not be awarded more than two Areas (group of districts) and this will be done in the following manner:

6.2.1 No bidder's/Service providers will be awarded more than two (2) areas.

6.2.2 In the event of one bidder scoring highest points in all the Areas, the department will use the following criteria in application of the principle contemplated above:

- a) The bidder that scores highest points in more than two Areas will be awarded only two Areas, the Areas that historically have the highest and second highest volumes of waste.
- b) For the third Area, the department will enter into (price) negotiations with the next ranking bidder that scored second highest points.

## **D. CONDITIONS OF BID**

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### **1. TERMS AND CONDITIONS OF BID**

- 1.1 Bidders' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by bidders may result in the invalidation of such bids.
- 1.2 The Department reserves the right to change or supplement any information or to issue any addendum to this bid before the closing date and time. The Department and its officers, employees, and advisors will not be liable in connection with either the exercise of or failure to exercise this right.
- 1.3 The Department exercises its right to change or supplement information in terms of the above clause, it may seek amended bid documents from all bidders.
- 1.4 The Department supports the spirit of broad-based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves by the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, the Department does not support any form of fronting.
- 1.5 The Department, in ensuring that bidders honestly conduct themselves will, as part of the bid evaluation processes, conduct, or initiate the necessary inquiries/investigations to determine the accuracy of the representation made in this bid document. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade, Industry, and Competition, be established during such inquiry/investigation, the onus will be on the bidder to prove that fronting does not exist.
- 1.6 Failure to do so by the bidder within a period of fourteen (14) days from the date of notification by the Department may invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies the National Treasury may have against the bidder concerned.

### **2. SPECIAL TERMS AND CONDITIONS OF BID**

#### **2.1 SUBMISSION OF BIDS**

- 2.1.1 Bidders are required to submit one (1) original hard copy and deposit it in the tender box situated at the following address:

**KZN Department of Health,  
Supply Chain Management offices,  
310 Jabu Ndlovu Street,  
Pietermaritzburg,  
3201**

- 2.1.2 A bid should be submitted in a sealed envelope or sealed suitable cover on which the name and address of the bidder, the bid number, and the closing date must be visible.

## **2.2 VALIDITY PERIOD OF BID AND EXTENSION THEREOF**

2.2.1 The validity (binding) period for the bid will be 180 days from close of bid. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders? This request will be done before the expiry of the original validity (binding) period. Should the Department forward a formal request for extension of validity period and the bidder opts not to respond, the department will assume that the extension of the validity period is accepted without any conditions.

## **2.3 ACCEPTANCE OF A BID**

2.3.1 This Bid will be evaluated and adjudicated in terms of Kwazulu-Natal Department of Health SCM Policy and Delegations. The Department of Health Bid Adjudication Committee (DBAC) is under no obligation to accept any bid.

2.3.2 Bidders must note that the Department is committed to ensuring compliance with the government's principles of, inter alia; promoting employment and advancing the social and economic welfare of all South Africans and promoting equitable participation of small and medium-sized enterprises in government projects/contracts. The Department shall, where appropriate, strive to avoid creating a monopoly by any service provider over the projects.

2.3.3 The Department will enter into Service Level or Contract Agreement(s) with the successful bidder(s) through the signing of the SBD7.1; 7.2; or 7.3 documents.

2.3.4 Due to the high volume of bids normally received at the closing date and time, it is not possible for the Department to perform the public opening of bids and reading out prices offered at the closing of the bid. However, the bid opening register will be published on the Department of Health's website.

## **2.4 LATE BIDS**

2.4.1 Bids are permissible to be submitted prior to closing date and time this is to avoid unfortunate or unplanned circumstances that could prevent the bidder from arriving on time during the closing date. If the bidder fails to arrive on time the department will not be held liable, to accept late bids.

2.4.2 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

2.4.3 Bids received after the closing date and time will NOT be accepted for consideration and where practical, be returned unopened to the bidder.

## **2.5 EQUAL BIDS**

2.5.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for Specific Goals.

2.5.2 If capacity to deliver is part of the evaluation process and two or more tenderers score equal total points and equal preference points, the contract must be awarded to the tenderer that scored the highest points for functionality.

2.5.3 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

## **2.6 ONLY ONE OFFER RECEIVED**

2.6.1 Where only 1 offer is received, the Department of Health will determine whether the price is fair and reasonable. Proof of reasonableness will be determined as follows:

- i) Comparison with prices, after discounts, to the bidder's other normal clients and the relative discount that the State enjoys;
- ii) Where this is not possible, profit before tax based on a full statement of relevant costs; and
- iii) In all cases, comparison with previous bid prices where these are available.

## **2.7 EMPLOYEES OF THE STATE TRADING WITH ORGANS OF THE STATE**

2.7.1 The Public Service Regulations paragraph 13(c), "An employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity as a director of a company listed in schedule 2 and 3 of the Public Finance Management Act"

2.7.2 If a bidder is found to be employed by the state, through the verification via acceptable means such as CSD, DPSA verification etc, the bid will be immediately disqualified.

2.7.3 If it is discovered through other Computer Assisted Audit Techniques (CAATS), that the bidder is employed by the state, the award will be withdrawn, or contract may be terminated without notice.

## **2.8 TRUST, CONSORTIUM OR JOINT VENTURE**

2.8.1 In terms of the Preferential Procurement Policy Framework Act and Regulations, as amended, a Trust, Consortium or Joint Venture must submit a consolidated Status Level Verification Certificate for every separate bid.

2.8.2 A separate B-BBEE Certificate must be submitted by each company participating in the Trust, Consortium or Joint Venture.

2.8.3 The non-submission of a B-BBEE Certificate by a Trust, Consortium or Joint Venture will result in zero (0) preference points being allocated for evaluation purposes (where applicable).

2.8.4 Should this bid be submitted by a Joint Venture, the Joint Venture agreement must accompany the bid document.

2.8.5 The Joint Venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein. The Joint Venture/Consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the Joint Venture/ Consortium, nomination of an authorised person to represent the Joint Venture or Consortium in all matters relating to this bid and the details of the bank account for payments to be affected.

2.8.6 No award will be made to a Trust/ Joint Venture/ Consortium that is not tax compliant at the finalisation of the award.

2.8.7 For verification purposes, each party must submit separate proof of TCS/ PIN / CSD number.

## **2.9 COMPLIANCE WITH TAX REQUIREMENTS**

2.9.1 It is a condition of this bid that the tax matters of the successful bidder(s) are in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

2.9.2 The Tax Compliance status requirements are also applicable to potential foreign bidders / individuals who wish to submit a bid.

2.9.3 Bidders are required to be registered on the Central Suppliers Database (CSD) which in turn shall verify the bidder's tax compliance status through the CSD interfacing with SARS.

2.9.4 Where Consortia / Joint Ventures / Sub-Contractors are authorised to be involved, each party must be registered on the CSD, and their tax compliance status will be verified through the CSD or through SARS.

2.9.5 VALUE ADDED TAX (VAT):

2.9.5.1 All bid prices must be inclusive of all applicable taxes.

2.9.5.2 It is compulsory for a bidder to register for VAT under the following circumstances:

- Where the value of taxable supplies made in any consecutive 12-month period exceeded or is likely to exceed R1million; OR
- Where in terms of a written contractual obligation, the value of taxable supplies to be made in a 12-month period will exceed R1 million.

2.9.5.3 Bidders who meet the above requirement must register as VAT vendors, if successful, as soon as possible to avoid penalties from SARS.

2.9.5.4 A bidder may also choose to register voluntary for VAT if the value of taxable supplies made or to be made is less than R1 million but has, under certain circumstances, exceeded R50 000 in the past period of 12 months.

2.9.6 **Very important note to bidders:** VAT will not be included after an award of the bid or during contract management period. It is the responsibility of every bidder to correctly forecast whether they will require to register for VAT or not during the life of this contract based on the proposed bid amount AND the value of any other contracts that the bidder might have been awarded. Requests for the adjustment of the price will not be entertained

## **2.10 PRICE NEGOTIATION PRIOR TO THE AWARD OF BID**

2.10.1 Should the bid price exceed reasonable and market related prices, the Department reserves a right to negotiate prices with responsive bidder/s before the award is published or before signing of the contract.

## **3. RECOMMENDATION AND APPOINTMENT OF BIDDERS**

3.1 Once the evaluation process is complete there will be a recommendation report by the BEC to the Bid Adjudication Committee

(BAC) which has the authority to either support (approve) or not support (not approve) the recommendation/s and appointment/s.

3.2 On approval of the recommendation/s and appointment/s, the successful bidder(s) will be issued an appointment letter and the unsuccessful bidder(s) will be informed accordingly. The following paragraphs will be applicable when making a recommendation:

3.2.1 Tax Compliance Requirements

3.2.2 Multiple Award and Specific Award Conditions.

3.2.3 Bidder's previous performance will be taken into consideration which includes compliance to quality standards.

3.2.4 The State reserves the right to negotiate with the shortlisted bidders before or after the award. The terms and conditions for negotiations will be communicated to the shortlisted bidders before the invitation to negotiations. This phase is meant to ensure value for money is achieved through the measure of quality that will assess the monetary cost of the items or services against the quality and or benefits of that item or services.

3.2.5 Due Diligence: The State reserves the right to conduct due diligence before the final award or at any time during the transversal contract period and this may include pre-announced/ non-announced site visits. During the due diligence process, the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid in whole or parts thereof.

3.2.6 The State also reserves the right to conduct any evaluation verifications before the final award or at any time during the transversal term contract period.

### **3.3 Right of Award**

The State reserves its following rights:

3.3.1 To award the bid in part or in full,

3.3.2 Not to make any award in this bid or accept any bids submitted,

3.3.3 Request further technical information from any bidder after the closing date,

3.3.4 Verify information and documentation of the bidder(s),

3.3.5 Not to accept any of the bids submitted,

3.3.6 To withdraw or amend any of the bid conditions by notice in writing to all bidders before closing of the bid and post-award, and

3.3.7 If an incorrect award has been made to remedy the matter in any lawful manner it may deem fit.

### **3.4 Certificates of Compliance**

3.4.1 If the bidder submits offers for items that make reference to South African National Standards (SANS) or South African Bureau of Standards (SABS) or International Organization for Standardization (ISO) specifications, a Certificate of Compliance must be submitted with the bid document at the time of closing of the bid. SABS can be contacted for testing and conformity services at Tel: 031 203 2900/ Fax: 031 203 2907. SANS, SABS AND CKS specifications will be for the account of the prospective bidder. Failure to submit the certificate, where applicable, will result in the bid being disqualified. The Department reserves its rights to contact SABS for testing and conformity services.

3.4.2 Prior to an award of the bid being made and/or during the evaluation process, the Department of Health reserves the right to conduct inspections of the premises of the most acceptable bidder. Therefore, premises of the bidder shall be open, at reasonable hours, for inspection by a representative of the Department or organization acting on its behalf. Any specification/s and conformity testing will be for the account of the prospective bidder.

### **3.5 AWARD OF BID(S)**

3.5.1 The Department of Health Bid Adjudication Committee shall award the bid to various bidders as per the following Areas, provided that the respective bidders' offers comply with the specification and meets all the conditions attached to the bid.

3.5.2 In an attempt to broaden participation in the market, as per the Preferential Procurement Policy Framework Act section 2 (1) (f), objective criteria, the Department shall award the bid to compliant bidders as per the following Areas:

AREA	DISTRICTS
AREA 1	Ethekwini and Ugu
AREA 2	Umgungundlovu; Harry Gwala; Uthukela; Umzinyathi; and Amajuba
AREA 3	Ilembe; King Cetshwayo; Umkhanyakude; and Zululand

- 3.5.3 No bidders/Service providers will be awarded more than two areas.
- 3.5.4 In the event of one bidder scoring highest points in all the Areas, the department will use the following criteria in application of the principle contemplated in 3.5.3 above:
- 3.5.5 The bidder that scores highest points in more than two Areas will be awarded only two Areas, the Areas that historically have the highest and second highest volumes of waste.
- 3.5.6 For the third Area, the department will conduct price negotiations with the next ranking bidder that scored second highest points.

### 3.6 APPEAL AGAINST THE BID AWARD

- 3.6.1 Notification of the intention to award the bid shall be in the same media that the bid was advertised unless there is another directive from National Treasury to publish on other platforms.
- 3.6.2 A bidder aggrieved by a decision of the Departmental Bid Adjudication Committee or Accounting Officer, or delegated official may lodge an appeal to the BID APPEALS TRIBUNAL (BAT) that is located at the KZN Treasury.
- 3.6.3 *“The BAT finds its establishment in the Treasury Regulation 16A9.3 and Section 18(1) of the KwaZulu-Natal Supply Chain Management Policy Framework. Treasury Regulation 16A9.3 empowers National and Provincial Treasury to establish a mechanism to consider complaints and make recommendations for remedial actions to be taken for the non-compliance with the norms and standards. Section 18(1) of the KZN SCM Policy Framework empowers the MEC for Finance to establish an independent and impartial Bid Appeals Tribunal. In line with Paragraph 19 of the KZN SCM Policy Framework of 2006 the following procedure must be followed to lodge an appeal:*
- 3.6.3.1 The bidder must, **within five (5) working days of receipt of the notification of an award**, deliver written notification of an intention to appeal.
- 3.6.3.2 The bidder may, together with the notification of intention to appeal under paragraph (2) of the KZN SCM Policy Framework, deliver a request for written reasons for the award of the said bid.
- 3.6.3.3 The address provided for the lodging of appeals is:

Email: [batsecretariat@kzntreasury.gov.za](mailto:batsecretariat@kzntreasury.gov.za)

Addressed to:

**The Chairperson: Bid Appeals Tribunal, Private Bag X9082, Pietermaritzburg, 3200.**

## **E. CONDITIONS OF CONTRACT**

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### **1. CONCLUSION OF CONTRACT**

- 1.1 The Contract between the department and the preferred bidder (Service Provider), collectively referred to as the Parties, shall come into effect after the service provider has been issued with an unconditional letter of acceptance to their bid.
- 1.2 The Service Provider (s) shall be appointed in terms of this bid. The following will form part of the contract documents between the Parties as far as this **ZNB5296/2026-H** is concerned:

- i) Bid Documents
- ii) Letter of Appointment
- iii) Award Documents
- iv) Acknowledgement letter

- 1.3 If there is any contradiction between the abovementioned documents, the special conditions of the contract shall take precedence. The term "service provider" shall refer to the preferred bidder appointed in terms of the **ZNB5296/2026-H** contract.

### **2. SUPPLIER PERFORMANCE MANAGEMENT**

- 2.1 Supplier performance management will be the responsibility of the purchasing institution and where supplier performance disputes cannot be resolved between the supplier and the relevant purchasing institution, the KZN Department of Health must be contacted for corrective actions.
- 2.2 A Supplier Performance rating form (to be provided for by the Department after the bid award) will be instituted, and every supplier must complete it to ensure good performance.
- 2.3 Successful suppliers will have their performance scored. The Department will provide a template that will be used to measure overall performance in terms of the contract. Suppliers who score an unacceptable performance rating may not be awarded future contracts of the same bid and may have the contract terminated before the end of the contract period.

### **3. MONITORING**

- 3.1 Monitoring audits may be conducted periodically and randomly by the Department or by a service provider appointed by the State to determine continuous compliance to the products, services, and terms of the contract. The management of the various facilities will monitor the performance of contracted suppliers and maintain a report for compliance with the terms of this contract as follows:

- i) Compliance with delivery lead times
- ii) The services rendered and products supplied according to the contract.
- iii) Compliance with reporting requirements according to the reporting schedule.
- iv) Attendance of compulsory meetings with the participating institutions,

- 3.2 The Department may conduct a random audit(s) with or without prior appointment arrangements with the appointed Supplier(s).

### **4. UNSATISFACTORY PERFORMANCE**

- 4.1 In amplification of paragraph 21; 22 and 23 of the GCC, unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
  - 4.1.1 The institution shall warn the Contractor by email that action will be taken in accordance with the contract conditions unless the Contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the Contractor does not perform satisfactorily despite the warning the institution will:

a) Take necessary and appropriate action such as termination of contract in terms of its delegated powers.

4.1.2 When correspondence is addressed to the Contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.

## **5. RESTRICTION OF BIDDING**

5.1 In the event that a service provider defaults in the rendering of the services as per the contract, the Department reserves the right to terminate the contract and the Accounting Officer may request the National Treasury to restrict the service provider from doing business with government. The restriction will be informed by the Treasury prescripts applicable at the time of the offence.

## **6. RIGHTS TO PROCURE OUTSIDE THE CONTRACT**

6.1 The Department reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of State or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.

6.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Department or local authority.

6.3 If contracted item/s become available from a National Treasury transversal contract, the Department reserve a right to cancel the contract with a winning bidder by giving thirty (30) days' notice if it is in the advantage and interest of the department to participate on transversal contract.

## **7. CONTRACTOR'S LIABILITY**

7.1 In the event of the contract being cancelled by the Department in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Department any losses sustained and/or additional costs or expenditure incurred as a result of such cancellation, and the Department shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Department may suffer or may have suffered.

7.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

## **8. SEVERABILITY**

8.1 The finding of any invalidity to any provision of the contract shall not render the whole contract a nullity. A court of law or arbitrator may sever the invalid provision and the remainder of the contract shall remain enforceable.

## **9. BREACH**

9.1 Any termination notice referred to in GCC paragraph 23.1 shall be preceded by written notice requiring the defaulting party to remedy a breach of this contract within 14 days of the date of receipt of the notice.

9.2 If the defaulting party fails to remedy the breach within the 14 days, the aggrieved party shall be entitled without notice, in addition to any other remedy available to them at law or under this contract:

9.2.1 To claim specific performance of any obligation whether or not the due date for performance has arrived; or

9.2.2 To terminate this contract in accordance with paragraph 23.1 of the GCC, against the defaulting party, in either event without prejudice to the aggrieved party's rights to claim damages.

9.3 The Contractor shall immediately advise the Department of the same, upon which the Department shall, in its sole and absolute discretion, decide whether to proceed with this contract or to terminate forthwith. Failure by the Contractor to advise the Department of a conflict of interest shall amount to a material breach of this contract.

9.4 A Party shall be deemed to be in breach of this Contract should the Party fail to comply with any material provisions of this Contract.

9.5 The aggrieved Party shall be obliged to first attempt to settle the matter by way of consultation with the defaulting Party. If the consultation fails, then the aggrieved Party shall promptly give the defaulting Party fourteen (14) days written notice to remedy

the breach. If the defaulting Party fails to comply with such notice, the aggrieved Party may, without prejudice to any other's right at law:

- 9.5.1 Cancel this Contract in the event the defaulting Party committed a material breach.
- 9.5.2 Claim specific performance by the defaulting Party if such is a competent remedy in the circumstance.
- 9.5.3 Claim damages suffered, as limited under this Contract.

## 10. SUSPENSION OF CONTRACT

- 10.1 The Department may temporarily suspend whole or part of the supplied goods by providing no less than 5 days written notice to the Contractor, who shall on receipt of such written notice immediately cease the supply the goods. The Department will indicate the date on which the contract will be resumed in the aforementioned notice. No suspension shall exceed a total of 90 days unless otherwise agreed to by the parties in writing.
- 10.2 When the supply of the goods is suspended, the Contractor shall be entitled to pro-rata payment for the goods already delivered and reimbursement of all costs incidental to the prompt and orderly suspension of the contract.
- 10.3 Suspension of the contract shall not prejudice or affect the accrued rights and liabilities of the parties as at the date of suspension.

## 11. GENERAL QUANTITIES AND ORDERS

- 11.1 No quantities are reflected in this bid as orders will be placed based on an 'as and when required" and no guarantee is given or implied as to the actual quantity/quantities which will be procured during the periodic contract.

## 12. INVOICES AND PAYMENTS

- 12.1 All invoices must be submitted in the original format.
- 12.2 All invoices submitted by the Contractor must contain the word "INVOICE" for non-VAT vendors or "TAX INVOICE" for VAT vendors only. VAT number must be reflected for VAT vendors.
- 12.3 A tax invoice shall be in the currency of the republic of South Africa and shall contain the following particulars:
  - i) The name, address and registration number of the supplier;
  - ii) The name and address of the recipient;
  - iii) An individual serialized number and the date upon which the tax invoice is issued;
  - iv) A description of the goods or services supplied;
  - v) The quantity or volume of the goods or services supplied
  - vi) The value of the supply, the amount of tax charged and the consideration for the supply; or
  - vii) Where the amount of tax charged is calculated by applying the tax fraction to 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.
- 12.4 A Contractor shall be paid by the institution concerned, in accordance with supplies delivered and services rendered. The goods must be accepted and signed off by the relevant delegated official.
- 12.5 Should a Contractor indicate a special discount on his/her account provided payment is made within a certain time, every effort shall be made to take advantage of such discount. Where discounts or rebates received by the Department, the Contractor to provide credit note.
- 12.6 Any query concerning the non-payment of accounts must be directed to the institution concerned. The following protocol will apply if accounts are queried:
  - a) Contact must be made with the officer-in-charge of Accounts Payable in the facility;
  - b) If there is no response from Accounts Payable, then
  - c) Director: Expenditure Management of the Department must be contacted.
  - d) Failing all of the above, the Contractor must contact the Chief Director: Accounting Services supplying the following details:
    - (i) Name/s of person/s contacted at the Institution and dates; and

- (ii) Details of outstanding account.
- (iii) The Chief Director: Accounting Services will then take the appropriate action.

12.7 The Institutions shall not be responsible for payment of any statutory increases in tariffs or imports or any fluctuations in foreign exchange rate for any item required Contractor, to realise its obligations in terms of this Contract. The rate of exchange, as agreed upon in this Contract is subject to review if stipulated within this contract and as agreed consented by both Parties.

### **13. CONTRACT VARIATIONS AND EXTENSION**

- 13.1 Consideration for expansion, variation or extension of contract will be in line with National Treasury Instruction notes and the KZN Department of Health Policy and delegations
- 13.2 In amplification of paragraph 18 of the GCC, any amendments/variations, of the Contract shall come into effect in terms of the conditions contained in on "Contract Amendments/Variations Register". This register must be signed by the duly authorized signatories of winning bidder and the Head of Department: Health or his/her delegated official.
- 13.3 Contracted winning bidder shall not, in performing its obligation, vary from the terms and conditions stated in this Contract whether by way of addition thereto or by way of omission therefrom, without the prior written consent from the Department (Accounting Officer/delegated official), and no claim on the part of winning bidder for any extra payments on the grounds of any alterations or extra work will be entertained.
- 13.4 If, after the commencement of the contract, the cost or duration of the services is altered as a result of changes in, or in additions to, any statute, regulation or by-law, or the requirements of any authority having jurisdiction over any matter in respect of the contract, then the contract price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 days of first having become aware of the change, winning bidder shall furnish the Department with a detailed justification for the adjustment to the contract price.

### **14. CESSION OF CONTRACT**

- 14.1 The Contract will be personal to the winning bidder, who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Department, and on such conditions as it may approve.
- 14.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of winning bidder for materials and minor components relating to the services supplied. The Department reserves the right to require winning bidder to submit, for noting, the names of such sub-contractors to ascertain their registration on the Central Suppliers Database and they must be legal entities.

### **15. REMEDIES IN THE CASE OF DEATH, SEQUESTRATION, LIQUIDATION OR JUDICIAL MANAGEMENT**

- 15.1 In the event of the death of a contractor or the provisional or final sequestration of his/her/their estate or of his/her/their cession or transfer of a contract without the approval of the Department or of the surrender of his/her/their estate or of his/her/their reaching a compromise with his/her/their creditors or of the provisional or final liquidation of a contractor's company/closed corporation or the placing of its affairs under judicial management, the Department may, without prejudice to any other rights it may have, exercise any of the following options
  - 15.1.1 Cancel the contract and accept any of the bids which were submitted originally with that of the contractor or any offer subsequently received to complete the contract. In such a case the estate of the contractor shall not be relieved of liability for any claim which has arisen or may arise against the contractor in respect of supplies not delivered or work not carried out by the contractor, under the contract.
  - 15.1.2 Allow the executor, trustee, liquidator or judicial manager, as the case may be, for and on behalf of and at the cost and expense of the estate of the contractor to carry on with and complete the contract.
  - 15.1.3 For and on behalf of and at the cost and expense of the estate of the contractor, itself carry on with and complete the contract and in that event the Department may take over and utilize, without payment, the contractor's tools, plant and materials in whole or in part until the completion of the contract.
- 15.2 Executor, trustee, liquidator or judicial manager of the contractor's estate and should the said executor, trustee, liquidator or judicial manager fail within 14 days of the dispatch of such notice to make provision to the satisfaction of the Department for the fulfilment of such requirements, or should no trustee, liquidator or judicial manager be appointed within 14 days of the

occurrence mentioned in paragraph 15.1, the Department may apply any remedy open to it in terms of the contract as if a breach thereof had taken place.

## **16. DISPUTE RESOLUTION**

16.1 If any dispute arises between the Department and Contractor, in connection with the Specification and deliverables, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

## **17. OFFERING OF COMMISSION OR GRATUITY**

17.1 If the Contractor, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any office bearer of the Department or person in the employ of the Department, any commission, gratuity, gift or other consideration, the Department shall have the right, summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to cancel the Contract without paying any compensation to the Contractor.

## **18. IRREGULARITIES**

18.1 Companies are encouraged to advise the Department of Health timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

## 19. DOMICILLIA CITANDI ET EXECUTANDI

For the purpose of this contract, the parties choose their respective *domicillia citandi* et executandi as follows:

### 19.1 The Department Physical and Postal Address:

<b>Department Name</b>	The KwaZulu-Natal Department of Health
<b>Physical Address</b>	Natalia Building, 330 Langalibalele Street, Pietermaritzburg, 3201
<b>Postal Address:</b>	Private Bag X9051, Pietermaritzburg, 3200
<b>Telephone numbers</b>	033 – 395 2111

### 19.2 The Contractor or Bidder Physical and Postal Address:

<b>Bidder/ Contractor Name:</b>	
<b>Physical Address:</b>	
<b>Postal Address:</b>	
<b>Telephone numbers:</b>	
<b>Email Address:</b>	

### 19.3 Change of Address

19.3.1 The parties hereby choose domicilium citandi et executandi for all notices and processes to be given and served in pursuance hereof at their respective addresses given on the first page of this Contract

19.3.2 Bidders must advise the Department of Health's Central Supply Chain Management Unit, Contract Section, should their ownership and/or address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

**SECTION J: PRICING SCHEDULES**

The following price schedules are attached:

	<b>PRICING SCHEDULE (SBD 3.1)</b>
1.	PRICE OFFER – AREA 1
2.	PRICE OFFER – AREA 2
3.	PRICE OFFER – AREA 3

**PRICING SCHEDULE – FIRM PRICES (PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED.

PRICES OFFERED ON THIS FORM **MUST BE INCLUSIVE** OF ALL APPLICABLE TAXES (e.g., VAT)

**A. Price Offer: Area 1**

<b>Name of Bidder:</b>		<b>Bid Number:</b>	ZNB5296/2026 -H
<b>Closing Date of Bid:</b>	30 June 2026	<b>Bid Closing Time:</b>	11:00am
<b>Bid Validity Period:</b>	Offer to be valid for <b>180 days</b> from the closing date of bid.		

AREA 1	EThekwini and Ugu Districts.			
TYPE OF WASTE	PRICE OFFERED per kg			
	Year 1	Year 2	Year 3	(Years 1+2+3):
1. Anatomical Waste				(a)
2. Infectious Waste				(b)
3. Pharmaceutical Waste				(c)
4. Sharps				(d)
5. <i>Extraordinary Items</i> **				(e)
<b>TOTAL COMPARATIVE PRICE FOR 3 YEARS (AREA 3):</b> (a+b+c+d+e)				

**\*\*Extraordinary items:** use the table below to calculate the weight per kg for each year that must be included in the price table above:

Extraordinary Items**	Price per kg		
	Year 1	Year 2	Year 3
a. Contaminated Matrasses			
b. Soiled Linen			
c. Florescent tubes (All sizes)			
d. Isolation Waste			
<b>Sub-Total for Extraordinary Items</b> (a+b+c+d)			

**PRICING SCHEDULE – FIRM PRICES (PURCHASES)**

*NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED.*

*PRICES OFFERED ON THIS FORM **MUST BE INCLUSIVE** OF ALL APPLICABLE TAXES (e.g. VAT)*

**B. Price Offer: Area 2**

<b>Name of Bidder:</b>		<b>Bid Number:</b>	ZNB5296/2026 -H
<b>Closing Date of Bid:</b>	30 June 2026	<b>Bid Closing Time:</b>	11:00am
<b>Bid Validity Period:</b>	Offer to be valid for <b>180 days</b> from the closing date of bid.		

AREA 2		UMgungundlovu, Harry Gwala, Uthukela, Amajuba, and Umzinyathi			
TYPE OF WASTE	PRICE OFFERED per kg				
	Year 1	Year 2	Year 3	(Years 1+2+3):	
1. Anatomical Waste				(a)	
2. Infectious Waste				(b)	
3. Pharmaceutical Waste				(c)	
4. Sharps				(d)	
5. <i>Extraordinary Items</i> **				(e)	
<b>TOTAL COMPARATIVE PRICE FOR 3 YEARS (AREA 3):</b>					
<b>(a+b+c+d+e)</b>					

**\*\*Extraordinary items:** use the table below to calculate the weight per kg for each year that must be included in the price table above:

Extraordinary Items**	Price per kg		
	Year 1	Year 2	Year 3
a. Contaminated Matresses			
b. Soiled Linen			
c. Florescent tubes (All sizes)			
d. Isolation Waste			
<b>Sub-Total for Extraordinary Items (a+b+c+d)</b>			

**PRICING SCHEDULE – FIRM PRICES (PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED.

PRICES OFFERED ON THIS FORM **MUST BE INCLUSIVE** OF ALL APPLICABLE TAXES (e.g., VAT)

**C. Price Offer: Area 3**

<b>Name of Bidder:</b>		<b>Bid Number:</b>	ZNB5296/2026 -H
<b>Closing Date of Bid:</b>	30 June 2026	<b>Bid Closing Time:</b>	11:00am
<b>Bid Validity Period:</b>	Offer to be valid for <b>180 days</b> from the closing date of bid.		

AREA 3		Ilembe, King Cetshwayo, UMkhanyakude, and Zululand Districts			
TYPE OF WASTE	PRICE OFFERED per kg				
	Year 1	Year 2	Year 3	(Years 1+2+3):	
1. Anatomical Waste				(a)	
2. Infectious Waste				(b)	
3. Pharmaceutical Waste				(c)	
4. Sharps				(d)	
5. <i>Extraordinary Items</i> **				(e)	
<b>TOTAL COMPARATIVE PRICE FOR 3 YEARS (AREA 3):</b>					
				<b>(a+b+c+d+e)</b>	

**\*\*Extraordinary items:** use the table below to calculate the weight per kg for each year that must be included in the price table above:

Extraordinary Items**	Price per kg		
	Year 1	Year 2	Year 3
a. Contaminated Matresses			
b. Soiled Linen			
c. Florescent tubes (All sizes)			
d. Isolation Waste			
<b>Sub-Total for Extraordinary Items (a+b+c+d)</b>			

**LIST OF ANNEXURES**

**A. ANNEXURE A: LIST OF FACILITIES TO BE SERVICED**

DISTRICTS	NAME OF MOTHER HOSPITAL	CLINICS LINKED TO HOSPITALS	
ETHEKWINI DISTRICT		(distance in km to from clinics)	
	Addington	Beatrice Street	
	Clairwood		
	Hillcrest	None	
	Ekuhlengeni	None	
	Inkosi Albert Luthuli	None	
	Victoria Mxege Memorial Hospital	None	
	King DinuZulu Hospital Complex	Commercial City	
	Mahatma Gandhi Memorial	MGM Gateway Clinic Phoenix Assessment Center	
	Osindisweni	Osindisweni Gateway Clinic	
	Prince Mshiyeni		Umlazi D
			Umlazi H
			Umlazi K
			Umlazi L
			Umlazi Q
			Umlazi U
			Umlazi V
			Folweni
			Nsimbini
			Umbumbulu
			KwaMakhulu
			Odidini
			Umnini
		Magabheni	
		Danganya	
	Ezimweni		
	PMMH Gateway		
RK Khan	RK Khan Gateway Clinic		
St. Aidans	None		
Wentworth	Wentworth Gateway		
Dr Pixley ka Isaka Seme Memorial Hospital	None		
KZN Children's Hospital	None		
MC Cords Hospital	None		
St Mary's	St Anne's Gateway Clinic		
ILEMBE DISTRICT	Montobello	Chibini	
		Nyuswa	
		Wosiyana	
		Esundumbili	
		Tafamasi	
	General Justice Gizenga Mpanza Regional	Mpumelele	
		Kearsney	

DISTRICTS	NAME OF MOTHER HOSPITAL	CLINICS LINKED TO HOSPITALS
	Umphumulo	Groutville
		Oqaqeni
		Maqumbi
		Otimati
		Mthandeni
		Isithundu
		Mbhekaphansi
		Maphumulo
	Untunjambili	Mphise
		Amandlalathi
UMGUNGUNDLOVU	Appelsbosch	Gcumisa
		Emtulwa
		Mayizekanye
		Bambanani
		Appelsbosch Mobile 1 & 2
		Applesbosch Gateway
		Crammond
		Mayizekane/ Isithezi
		Emtulwa
		Efaye
		Emambedweni
		Doris Goodwin
	Harry Gwala Regional Hospital	Gomane
		Nxamalala
		Caluza
		Mobile.
		Pata
		Mpumuza
		Taylors
		Songonzima
		Sondelani
		Ntembeni
		Baniyena
		Embo
		Richmond
		Ndalen
		Mbuthisweni
		Phatheni
		Mahlutshini
		Impendle Mobile
	Richmond Mobile	
	Edendale Gateway	
	Fortnapier	None
	Grey's	None
	Northdale	Balgowan
		Mpophomeni
		Mafakatini
		Maguzu

DISTRICTS	NAME OF MOTHER HOSPITAL	CLINICS LINKED TO HOSPITALS
		Injabulo
		Howick Clinic
		Lions River 1, 2 & 3
		Camperdown Mobile 1& 2
		Northdale Gateway
	Richmond	None
	Townhill	None
	Umngeni	None
	Bruntonville CHC	Mpofana
		Mooi river mobile
	East-Boom CHC	Ncwadi Clinic
		Central City
		Eastwood
		Khan road
		Masons
		Scottsville
		Sobantu
		Woodlands
		Midlands Mobile 2
	Imbalenhle CHC	Willofontein
Midlands Mobile 1		
Ashdown		
Azalea		
Esigodini		
Grange		
Impilwenhle		
Snathing		
HARRY GWALA DISTRICT	Christ The King	Sqandulweni Clinic Ixopo Health Centre
		Jolivet Clinic
		Gcinokuhle Clinic
		Hlokozi Clinic
		Mashumi Clinic
		Mtungwana Clinic
		Nokweja Clinic
		Ndwebu Clinic
		Ixopo Clinic
		Sangcwaba Clinic
	EG & Usher Memorial	Greater Kokstad Clinic
		Franklin Clinic
		Shayamoya Clinic
		Khanyiselani Clinic
	Rietfleij	Retvleit Gateway Clinic
		Sihleza Clinic
		Singisi Clinic
		Ladam Clinic
		Gowan Lea Clinic

DISTRICTS	NAME OF MOTHER HOSPITAL	CLINICS LINKED TO HOSPITALS
		Gugwini Clinic
		Ibisi Clinic
		Lourdes Clinic
		Ndawana Clinic
		Mvubukazi Clinic
	St Apolinaries	Kilmon Clinic
		Qulashe Clinic
		Sokhela Clinic
	Umzimkhulu Psychiatric Hospital	None
	St Margaret's Hospital CHC (05 Clinics and 2 colleges)	Malenge Clinic
Riverside Clinic		
Sphamandla Clinic		
Mvoti Clinic		
UMzimkhulu Clinic		
Esayidi Tvet College		
Esayidi FET College		
Pholela CHC	Mnyamana Clinic	
	Sandanezwe clinic	
	Tsatsi Memorial Clinic	
	Gwala clinic	
	Underberg clinic	
	Gqumeni clinic	
	Mqatsheni clinic	
<b>UGU DISTRICT</b>	GJ Crookes District hospital	GJCH Gateway
		Umzinto
		Dududu
		Dlangwezwa
		Scottburgh
		Pennington
		Mpangeni
		PHC Mobile
	Murchison	Bhobhoyi
		Bhomela
		Gamalakhe
		Izingolweni
		Mthimude
		Thembalesizwe
		Thonjeni
		Izingolweni
		Mbunde
	Madlala	

DISTRICTS	NAME OF MOTHER HOSPITAL	CLINICS LINKED TO HOSPITALS
	Port Shepstone Regional Hospital	Phungashe
		St Faith
		Ntimbankulu
		Umtentweni
		South Port
		Port Shepstone
		Marburg
		Assisi
		PHC Mobile
		Nhlalwane
	St. Andrews	Weza
		Santombe
		Mbotho
		Jali
		Elim
		Xhamini
		Pisgah
		Meadow sweet
		Mbonwa
		Harding
<b>ZULULAND DISTRICT</b>	Benedictine	Buxedeni
		Dengeni
		Ekubungazeni
		Hlengimpilo
		Mahashini
		Maphophoma
		Ngqeku
		Njoko
		Nkunzana
		Nongoma
		Sovane
		Usuthu
		Ceza
	Ezimfabeni Clinic	
	Esidakeni	
	Magagadolo	
	Ombimbini	
	Stedham	
	Sizana	
	Itshelejuba	Alton
		Belgrade
		Mkhwkhweni
		Kwankundla
		Kwashoba
		Ncotshane
		Pongola
		Qalukubheka
	Tobolski	

DISTRICTS	NAME OF MOTHER HOSPITAL	CLINICS LINKED TO HOSPITALS
	Nkonjeni	Kwamame
		Lomo
		Mabedlana
		Makhosini
		Mpungamhlophe
		Ncemaneni
		Nhlungwane
		Nomdiya
		Ulundi "A"
		Umdumezulu
		Wela
		Zilulwane
	St Francis	None
	Thulasizwe	None
	Vryheid	Bhekuzulu
		Bhekumthetho
		Fuduka
		Gluckstadt
		Hlobane
		Khambi
		Louwsburg
		Makhwela
		Mason
Mondlo 2		
Ntababomvu		
Siyakhathala		
Swartmfolozi		
Thembumusa		
Paulpietersburg		
<b>KING CETSHWAYO</b>	Ekhombe	Mabhuqwini
		Malunga
		Xulu
		Mfolozi
		Manyane
		Mathungela
		Dinuntuli
	Eshowe	King Dinuzulu
		Nkwalini
		Ndlangubo
		Ekuphumuleni
	Kwamagwaza	Kwayanguye
		Ndundulu
		Mthonjaneni
	Queen Nandi	None
	Mbongolwane	Mathungela
		Ndungwini
		Ntumeni
		Osungulweni
		Samungu

DISTRICTS	NAME OF MOTHER HOSPITAL	CLINICS LINKED TO HOSPITALS
	Ngwelezana	Khandisa
		Buchanana
		Luwamba
		Ngwelezana
		Ntambanana
		Ntuze
		Phaphamani
		Thokozani
		Dondotha
		Mandlanzini
		Mabamba
		Nomponjwana
		Ocilwane
		Isiboniso
	Mkhontokayise	
	Nkandla	Halambu
		Ndabaningi
		Nxamalala
		Wangu
		Esibhudeni
		Vumanhlamvu
		Mpandleni
		Thalaneni
		Chwezi
Nongamlana		
Mandaba		
	Catherine Booth Hospital	None
<b>UMKHANYAKUDE</b>	Bethesda	Ophansi Clinic
		Gedleza Clinic
		Mkuze clinic
		Mhlekezi clinic
		Gateway clinic ( on site )
	Hlabisa	Esiyembeni
		Ezwenelisha
		Gunjaneni
		Somkhele
		Inhlwathi
		KwaMsane
		Macabuzela
		Machibini
		Madwaleni
		Makhowe
		Mpembeni
		Mpukunyoni
		Mtubatuba
		Nkundusi
	Ntodweni	

DISTRICTS	NAME OF MOTHER HOSPITAL	CLINICS LINKED TO HOSPITALS
	Manguzi	Bhekabantu
		KwaNdaba
		KwaZibi
		Mahlungulu
		Mboza
		Mshudu
		Phelandaba
		Thengane
		Mvelabusha
		Zama Zama
		Maputa
		Mosvold
	Ekuhlehleni Clinic	
	Emanyiseni clinic	
	Mbadleni clinic	
	Ndumo clinic	
	Shemula clinic	
	Khwambuzi clinic	
	Gateway clinic on site	
	Mseleni	Hluhluwe clinic
		Mduku clinic
		Ezimpondweni clinic
		Mqobokazi clinic
		Mbazwana clinic
		Mabibi clinic
		Manaba clinic
		Ntshongwe clinic
		Madonela clinic
		Gateway clinic on site
	Othobothini	Jozini clinic
		Makhathini clinic
		Nondabuya clinic
		Ophondweni clinic
Gwaliweni clinic		
AMAJUBA	Madadeni	Emfundweni
		Greenock
		Ladybank
		Mndoza
		Naas Farm
		Nellies Farm
		Osizweni 1
		Osizweni 2
		Osizweni 3
		Madadeni 1

DISTRICTS	NAME OF MOTHER HOSPITAL	CLINICS LINKED TO HOSPITALS		
		Madadeni 5		
		Madadeni 7		
		Rosary		
		Stafford		
		Thembalihle		
		Shemula		
	Newcastle	Thandanani (Dannhauser)		
		Newcastle		
		Prime Cure (Amajuba)		
		Charlestown		
	Niemeyer Memorial	Durnacol		
		Groenvlei		
	UTHUKELA	Emmause	Olivershoek clinic	
Dukuza clinic				
Busingatha clinic				
Mobile clinic (Bergville)				
Bergville clinic				
estcourt		Ntabamhlophe clinic		
		Ncibindwane clinic		
		Zwelisha clinic		
		Wembezi clinic		
		Haviland clinic		
		Cornfields clinic		
		Sahlumbe clinic		
		Injisuthi clinic		
		Madiba clinic		
		Corner street clinic		
		Fordervulle clinic		
		UMZINYATHI	Charles Johnson Memorial Hospital	Felani Clinic
				Hlathi Dam
				Isandlwana
KwaNyezi				
Mangeni				
Masotsheni				
Mkhonjane				
Mhlungwane				
Nkande				
Nondweni				
Ntinini				
Charles Johnson Memorial Hospital				
	Collessie			
	Cwaka			
	Douglas			
	Ethembeni			
	Gunjana			
	Mandleni			

DISTRICTS	NAME OF MOTHER HOSPITAL	CLINICS LINKED TO HOSPITALS
	Church of Scotland	Mawele
		Mazabeko
		Mbangweni
		Mhlangana
		Ngubevu
		Nocomboshe
		Qinelani
	Dundee	Rorke's Drift
		Wasbank
		Empathe
		Glenridge
		Sakhimpilo (Dundee Sibongile)
		Siphimpilo (Glencoe Sithembile)
	Greytown	AmAakhabela
		Amatimatolo
		Ehlanzeni
		Eshane
		Kraskop
		Ntembisweni
		Sibuyane
		Pine Street (Greytown)
Ukuthula		

DISTRICT	NAME OF COMMUNITY HEALTH CENTRES	CLINICS
ETHEKWINI	KwaDabeka	Clermont
		Halley Stott
		Molweni
		Ngcolosi
		KwaNdengezi
		Zwelibomvu
	KwaMashu	Lindelani
		Ntuzuma
		Old Poly Clinic
		Goodwins
	Indanda	Qadi
		Sivananda
		Amaoti
		Newtown A

DISTRICTS	NAME OF MOTHER HOSPITAL	CLINICS LINKED TO HOSPITALS
	Phoenix	None
	Cator Manor	None
	Tongaat	None
<b>ILEMBE</b>	General Justice Gizenga Mpanza Regional	No Clinics
	Montobello	Chibini
		Kwanyuswa
		Gateway clinic – inside hospital billed separate
		Esundumbini
		Mobile Clinics - inside hospital billed separate
	Umpumulo	Oqaqeni
		Maqumbi
		Otimati
		Mthandeni
		Isithundu
		Mbhekaphansi
		Maphumulo
		Gateway Clinic – inside hospital billed separately
		Umpumulo Mobile
	Untunjambili	Mphise
		Amandlalathi
		Tafamasi
		Untunjambili Gateway Clinic
		Untunjambili Mobile
	Sundumbili CHC	Dokodweni
		Macambini
		Ndulinde
		Isithebe
		Ohwebede
		Hlomendlini
		Sundumbili Mobile
Ndwedwe CHC	Tafamasi	
	Wosiyane	
	Mwolokohlo	
	Ndwedwe Mobile	
District Office	Ballito	
	Shakaskraal	
	Groutville	
	KwaDukuza	
	Glenhills	
	Kersney	
	Mpumelelo	
	Nandi	

DISTRICTS	NAME OF MOTHER HOSPITAL	CLINICS LINKED TO HOSPITALS
		Darnall
		KwaDukuza PHC – found at Groutville. Collection done there. Billed separately
<b>UMGUNGUNDLOVU</b>	Appelsbosch I	Gcumisa
		Emtulwa
		Mayizekanye
		Bambanani
		Appelsbosch Mobile 1 & 2
		Applesbosch Gateway
		Crammond
		Mayizekane/ Isithezi
		Emtulwa
		Efaye
		Emambedwen
	Doris Goodwin	None
	Harry Gwala Regional Hospital	Gomane
		Nxamalala
		Caluza
		Mobile
		Pata
		Mpumuza
		Taylors
		Songonzima
		Sondelani
		Ntembeni
		Mahlutshini
		Edendale Gateway
		Ncwadi
		Mafakatini
<b>HARRY GWALA</b>		Mnyamana
		Sandanezwe
		Tsatsi Memorial
	Pholela	Gwala
		Underberg
		Ncwadi
<b>UGU</b>	Gamalakhe	None
	Turton	None

DISTRICTS	NAME OF MOTHER HOSPITAL	CLINICS LINKED TO HOSPITALS
		Hartland
<b>ZULULAND</b>	eDumbe	Phuzana
		Princess Mhlosheni
		Luneburg
		Friesgewacht
<b>KING CETSHWAYO</b>	Ekhombe	Mabhuqwini
		Malunga
		Xulu
		Mfolozi
		Manyane
		Mthungwini
		Dinuntuli
	Eshowe	King Dinuzulu
		Nkwalini
		Ndlangubo
		Ekuphumuleni
		Sphilile
		Gateway
	Kwamagwaza	Yanguye
		Ndundulu
		Mthonjaneni
		Melmoth
		Nogajuka
		Nomponjwana
		KwaMbiza
		Thuba lethu
	Queen Nandi	None
	Mbongolwane	Mathungela
		Ndungwini
		Ntumeni
		Osungulweni
		Samungu
	Ngwelezana	Khandisa
		Buchanana
		Luwamba
		Ngwelezana
		Thokozani
		Phaphamani
		Ntuze
		Phaphamani
		Thokozani
	Empangeni	

DISTRICTS	NAME OF MOTHER HOSPITAL	CLINICS LINKED TO HOSPITALS
		Mandlanzini
		Mabamba
		Brackenheim
		Richards Bay
		Isiboniso
		Mkhontokayise
	Nkandla	Halambu
		Ndabaningi
		Nxamalala
		Wangu
		Esibhudeni
		Vumanhlamvu
		Mpandleni
		Thalaneni
		Chwezi
		Nongamlana
	Catherine Booth Hospital	Gingindlovu
		Mvutshini
		Ensingweni
<b>UMKHANYAKUDE</b>	Othobothini	none
<b>AMAJUBA</b>	Dannhauser	None
<b>UTHUKELA</b>	St. Chad's	None
<b>UMZINYATHI</b>	Pomeroy	Noyibazi
		Pomeroy

#### LIST OF EMRS BASES

	MORTUARY	ADDRESS
<b>ETHEKWINI DISTRICT</b>	Tongaat Base	9 Walter Reid Road, Tongaat
	RK Khan Base	Cnr. Road 501/601, Croftdene, Chatsworth
	Ilovu Base	R16, Esidumbini turn off.
	KwaMashu	_____
	Umlazi Base	Mangosuthu Highway, Umlazi
	Mariannahill Base	Lot 12, Stockville Road, Westmead
	Mpumalanga Base	1 Misokuhle Road, Mpumalanga
	Central Base	44 Lancers Road, Durban
	Wentworth Base	51 Dudley Street, Jacobs
	Phoenix Base	11 White & Brookstore
	Clairwood Base	1 Higginson Highway, Mobeni / Clairwood Hospital

	<b>MORTUARY</b>	<b>ADDRESS</b>
<b>ILEMBE DISTRICT</b>	Kwadukuza Base	1 King Shaka Street, Stanger. 4450
	Isithebe Base	Inside Isithebe Clinic, Inyoni Road, Nyoni 4802, Ward 16.
	Maphumulo Base	Off R74, Maphumulo inside hospital
	Ntunjambili Base	R74 Kranskop inside the hospital
	Maphumulo sub base	
	Ndwedwe base	Inside the hospital
	Ensundumbini sub base	
	<b>MORTUARY</b>	<b>ADDRESS</b>
<b>UMGUNGUNDLOVU DISTRICT</b>	Greys Base	Townbush Road, Greys Hospital Pietermaritzburg
	Edendale Base	Thwala Road, Unit 3 Imbali
	Richmond Base	Nelson Street, Richmond
	Howick Base	Dick Street, Howick
	Appelsbosch Base	Ozwathini Road, Applesbosch
<b>HARRY GWALA DISTRICT</b>	Creighton Base	15 Walton Street, Creighton
	Ixopo Base	Peter Hauff Drive opposite CTK Hospital
	Greater Kokstad Base	Cnr. Elliot Street & Avenue
	Umzimkhulu Base	Peter Hauff Drive opposite CTK Hospital
<b>UGU DISTRICT</b>	Harding Base	6 Musgrave Street, Harding
	Park Rynie Base	Main Street, Umzinto
	Port Shepstone Base	2 Oscar Nero Road, Marburg
	<b>MORTUARY</b>	<b>ADDRESS</b>
<b>ZULULAND DISTRICT</b>	Vryheid Base	Corner of Boeieren and Van Riebeeck Street
	Mondlo Base	Mondlo No. 3
	Hlobane Base	Hlobane Clinic
	Khambi Base	Kwanegenethseni
	Dumbe Base	eDumbe CHC
	Pongola Base	229 C/O Deval & Clark Street
	Ceza Base	Ceza Hospital
	Isthelejuba	Isthelejuba Hospital, between Pongola & Piet Retief Street
	Nongoma Base	Nongoma Works
	Ulundi Base	Old Govt. Building Unit A Wombe Street, Ulundi
<b>UMKHANYAKUDE DISTRICT</b>	Makhosini Base	R34 Road Makhosini Reserve
	Njoko Base	Dundee
	Manguzi Base	N2 North, Jozini turn-off, Past Pongola Dam +30km Dam
	Mseleni Base	N2 North, Jozini turn-off, turn right
	Mosvold Base	
	Bethesda Base	
	Hlabisa Base	N2 North to Mtubatuba, turn left on Nongoma Road towards
<b>KING CETSHWAYO DISTRICT</b>	Empangeni Base	25 Ngwelezana Road, Empangeni Rail.
	Ntambanana Base	P493 Ntambanana Clinic Premises

	<b>MORTUARY</b>	<b>ADDRESS</b>
	Esikhawini Base	Makhenke road, H2 Esikhawini
	KwaMbonambi Base	Amangwe Village, Mabelane road, KwaMbonambi
	Enseleni Base	365 Bhejane Street, Nseleni Township
	Nkandla Base	Mbatha Lane near Catholic Church
	Ekombe Base	Kranskop road near Ekombe SAPS
	Melmoth Base	KwaMagwaza road, St Marys Hospital premises
	Eshowe Base	Pick n Pay Mall, Lower floor, cnr Khangela & Osborne road
	Mbongolwane Base	8 McUllum street, Gingindlovu
	<b>MORTUARY</b>	<b>ADDRESS</b>
<b>AMAJUBA DISTRICT</b>	Madadeni Base	Madadeni near Hospital back gate
	Utretcht Base	14 Hoog Street
	Groenvlei Base	14 Hoog Street
	Newcastle Base	15 Kirkland Street
	Charlestown Base	15 Kirkland Street
<b>UTHUKELA DISTRICT</b>	Estcourt Base	Old main road, Estcourt Hospital
	Emmaus Base	Cathedral peak road, Winterton
	Ladysmith Base	
	Van Reenen Base	
	St Chad's/ Ezakheni	Shepstone road, c/o dept of transport
	Sigweje/Rockcliffe	
	Bergville	
	Olivershock Base	
	Weenen Base	
	Lokskop Base	
	Ntabamhlophe Base	
<b>UMZINYATHI DISTRICT</b>	Mvoti Base	40 Oakes street, Dundee, 3000
	Dundee Base	121 Mckenzie Street, Dundee, 3000
	Nqutu Base	1 Main street, Nqutu
	Msinga Base	R33 Main road
	Dannhauser Base	Dannhauser, durancol main street.

**LIST OF MEDICO – LEGAL MORTUARIES**

	<b>MORTUARY</b>	<b>ADDRESS</b>
ETHEKWINI DISTRICT	Pinetown	133 old main road, Pinetown
	Phoenix	177 Longcroft Drive, Phoenix
ILEMBE DISTRICT	Stanger	106 Chief Albert Luthuli Street , Stanger, KwaDukuza
	<b>MORTUARY</b>	<b>ADDRESS</b>
UMGUNGUNDLOVU DISTRICT	Mooi river	74 Stirling Terrace Huis, Mooi river
	Howick	15 Morling Street, Howick
	New Hanover	Main Greytown road, New Hanover
	Richmond	40 Albert Street, Richmond
	Pietermaritzburg	1 Devonshire Place, Fort Napier, Pietermaritzburg
HARRY GWALA DISTRICT	Kokstad	Corner Avenue, Elliot Street, Kokstad
	Ixopo	5 Landsdown road, Ixopo
	Bulwer	Cecil road, Bulwer
	Umzimkhulu	117 Bird Street, Umzimkhulu
UGU DISTRICT	Port Shepstone	Lot 341 Courthous road, Port Shepstone
	Harding	Musgrave Road, Harding
	Park Rynie	271 Smith Street, Rynie
	<b>MORTUARY</b>	<b>ADDRESS</b>
ZULULAND DISTRICT	Nongoma	Main Road, Nongoma
	Ulundi	Ulundi
	Pongola	Pongola main street, Vryheid
	Paulpietersburg	38 Mark Street, Paulpietersburg
	Vryheid	169 Utrecht Street, Vryheid
UMKHANYAKUDE DISTRICT	Mtubatuba	55A Kiepersol Street, Mtubatuba
	Mkhuze	Ubombo – Bethesda Hospital
	Mseleni	Mseleni/Mbazwana – Mseleni Hospital
	Manguzi	Manguzi – Manguzi Hospital
	Mosvold	Mosvold/Ingwavuma – Mosvold Hospital
KING CETSHWAYO DISTRICT	Eshowe	No 1 Butcher
	Richards Bay	Premier Promenade, Richards Bay
	Nkandla	Nkandla Hospital
	<b>MORTUARY</b>	<b>ADDRESS</b>
AMAJUBA DISTRICT	Madadeni	Main Street, Madadeni
	Dannhauser	4 Duchon Street, Dannhauser
	Utretch	49 Voor Street, Utretch
	Newcastle	c/o Allen and York Street, Newcastle
UTHUKELA DISTRICT	Escourt	D500 New Formsa, Estcourt
	Ladysmith	36 Kingstreet, Ladysmith
	Bergville	Sharrat Street, Bergville
UMZINYATHI DISTRICT	Nqutu	Main Road, Nqutu
	Dundee	120 Mackenzie Street, Dundee
	Greytown	99 Pine Street, Greytown
	Tugela Ferry	Tugela Ferry to Dundee road, Tugela Ferry

## B. ANNEXURE B: SPECIFICATIONS FOR DISPOSABLE CONTAINERS

### SPECIFICATION FOR DISPOSABLE CONTAINERS

#### Sharps Containers

Due to the different rates at which infected sharps are generated as well as the particular requirements for different applications of Sharps Containers, there is a need for a range of Sharps Containers to be made available to the Facilities, leaving it up to the respective Facilities to make a decision on the size of container that would best meet their particular needs.

The risk of physical injuries and infection from sharp objects used in hospitals and clinics is high, resulting in a need for Sharps Containers to meet certain minimum standards in terms of user friendliness, robustness and also the effort required for people to gain access to, or come into contact with sharps previously disposed of.

The following requirements are to be met in the supply of Sharps Containers:

#### Range of Sharps Containers required:

1. The following generic types of Sharps Containers must, as a minimum, form part of the supply made available for ordering by the Facilities:
  - (a) Size of the sharp container on the
  - (b) 1 liter sharps container;
  - (c) 2.5 liter sharps container;
  - (d) 5 liter sharps container;
  - (e) 10 liter sharps container;
  - (f) 20 liter sharps container;
  - (g) 25 liter trochar containers/Mono cans
  - (h) 25 liter sharps container;
  - (i) Wall mounted/trolley brackets for sharps containers

#### Material to be used in manufacturing of Sharps Containers:

1. Sharps Containers must be manufactured from polypropylene (PP) or alternatively polyethylene (PE) or recycled materials meeting the minimum standards and as agreed between the Department and the Service provider;
2. Sharps Container must be manufactured in accordance with SANS 452 and hold SABS approval.
3. Constructed from a material and in a manner that safely retains the sharps and any residual liquids from syringes (e.g. high density polypropylene)
4. Ink colors and dies must be free of heavy metals;

#### Sharps Container design requirements:

1. Sharps Containers shall be rigid, puncture resistant, leak resistant, tamper proof and clearly marked as described below;
2. The required color coding for Sharps Containers is yellow.
3. Parts of the Sharps Container shall be fully or partially transparent to allow for assessment of level of filling or contents. Alternatively, it shall be possible to assess the degree of filling or contents through the aperture/opening;
4. Sharps Containers shall be designed to allow for disposal of needle and syringe as one unit;
5. Sharps Containers shall include apertures for the safe removal of sharps/needles from syringes/tubing etc. including "butterfly" type needles on tubes, using a one handed technique;
6. Sharps Containers shall be designed to avoid overfilling and protruding sharps;
7. Sharps Containers shall in their dimensions facilitate best possible usage of the available volume.
8. Sharps Containers shall allow for nesting in the unassembled state for effective transport and storage of empty containers;
9. Sharps Containers shall be stackable in the assembled state.
10. Sharps Containers shall allow for easy and safe assembling (e.g. fitting the lid part onto the container part of the Sharps Containers);

11. Sharps Container shall ensure that the lid and opening closure cannot be released after installation and sealing respectively;
12. 10L and 25L Sharps Containers shall be equipped with a foldaway handle for safe handling and transport of containers;
13. The mechanical stability of the empty as well as full Sharps Containers, when standing and whilst being moved or transported, shall be ensured for all Sharps Containers.
14. Sharps Containers shall be designed to reduce the risk of spillage of contents in the event of tipping or dropping of Sharps Containers.

#### Sharp container markings:

1. A label shall be so located on the Sharps Containers as to be clearly visible when stacked with other packaging;
2. Sharps Containers shall include suitable warning signage, the international biohazards symbol and relevant UN codes as recommended by the World Health Organization (WHO), together with the text "Infectious Sharps for Destruction" or similar text clearly readable and identifiable with a font set suitable for the type and size of the container;
3. Lettering on the label shall contrast with the background of the label, be of one size, style and layout that will result in the marking that is clearly readable;
4. The background of the label shall be of the color that contrasts with the surface area immediately surrounding the label;
5. All text shall as a minimum be in the English language and preferably in one or more of the other official South African languages;
6. Sharps Containers shall be equipped with a maximum filling line that protects against overfilling. The placement of the max fill line shall as a minimum be 35-mm below the level of the aperture of the container;
7. The service provider shall have a sticker type label (Permanent), reflecting the service providers name, contact details, emergency number and Waste handling license number on the container.
8. The sizes of hazard labelling shall be as specified in SANS 10248:

Net volume of containers (liter)	Minimum Label Size (mm)
≥ 0,5	15 x 15
> 0,5 but ≤ 5	20 x 20
> 5 but ≤ 20	30 x 30
> 20	100 x 100

#### Specibin Containers

Different applications and rates of waste generation, will require that a range of Specibin Containers be made available to the Facilities, leaving it up to the Facilities to make a decision on the size of container that would meet their particular needs best.

The risk of physical infection from blood and pathological HCRW generated in hospitals and clinics is high, resulting in a need for Specibin Containers to meet certain minimum standards in terms of user friendliness, robustness and also the effort required for people to gain access to, or come into contact with infectious HCRW previously disposed of.

The following requirements are to be met in the supply of Specibin Containers:

#### Range of Specibin Containers required:

1. The following generic types of Specibin Containers must, as a minimum form part of the supply made available for ordering by the health care institutions:
  - a) 2.5 liter specibin containers
  - b) 5 liter specibin container
  - c) 10 liter specibin container
  - d) 25 liter specibin container
  - e) Anatomical register
  - f) Waste register for CSA

### Material to be used in manufacturing of Specibin Containers:

1. Specibin Containers must be manufactured from high-density polyethylene (HDPE) or recycled materials meeting the minimum standards and as agreed between the Department and the Service provider, thus being able to withstand temperatures as low as  $-5^{\circ}\text{C}$  for cold storage of pathological waste;
2. The material shall be puncture resistant in accordance with the SANS 452
3. Printing colors and dies must be free of heavy metals;

### Specibin Container design requirements:

1. Specibin Containers shall be non-transparent, rigid, leak resistant, puncture resistant, tamper proof and clearly marked as described below;
2. Specibin Containers shall be designed to reduce the risk of spillage and ensure that any moisture or liquid is safely contained;
3. Specibin Containers with lids shall be designed so that it should not be possible to be reopened;
4. Specibin Containers must allow for the use of a seal that could also be used for identification, whilst providing evidence of tampering/opening;
5. The required color coding for Specibin Containers is red, with red lids when used for pathological waste;
6. Parts of the Specibin Container shall be fully or partially translucent to allow for assessment of level of filling or contents, provided that this will not in any way impact on the strength or the leak resistance of the container.
7. Specibin Containers shall be stackable in the assembled state and preferable in modular fashion for the different sizes of containers to allow for effective storage and transport of full containers;
8. Specibin Containers shall allow for easy and safe assembling (e.g. fitting the lid part onto the container part of the Specibin Containers);
9. Specibin Containers shall be equipped with a handle for safe lifting and transport of containers;
10. The empty as well as full mechanical stability of the Specibin Containers, when standing and while being moved or transported shall be ensured;
11. Specibin Containers shall be designed to reduce the risk of spillage of contents in the event of tipping or dropping.
12. Security ties for Specibin containers should be provided with serial numbers.

### Specibin Container markings:

1. A label shall be located on the Specibin Containers as to be clearly visible when stacked with other packaging.
2. Specibin Containers shall include suitable warning signage, the international biohazards symbol as detailed in SANS 10248, together with the text "**Bio hazardous Waste for Destruction**" or similar text in clear readable letters;
3. Lettering on the label shall contrast with the background of the label, be of one size, style and layout that will result in the marking that is clearly readable;
4. The background of the label shall be of the color that contrasts with the surface area immediately surrounding the label;
5. All text shall as a minimum be in the English language and preferably in one or more of the other official South African languages;
6. The service provider shall have a sticker type label (Permanent), reflecting the service providers name, contact details, emergency number and Waste handling license number on the container.
7. The sizes of hazard labelling shall be as specified in SANS 10248:

Net volume of containers (litre)	Minimum Label Size (mm)
$\geq 0,5$	15 x 15
$> 0,5$ but $\leq 5$	20 x 20
$> 5$ but $\leq 20$	30 x 30
$> 20$	100 x 100

Container Type.	Sharps Container.	Sharps Container.	Sharps Container.	Sharps Container.	Specibin	Specibin
Capacity (litre)	1	5	10	25	5 & 10	25
Material allowed for container	Polypropylene or polyethylene or recycled material as above	Polypropylene or polyethylene or recycled material as above	Polypropylene or polyethylene or recycled material as above	Polypropylene or polyethylene or recycled material as above	High density polyethylene or recycled material as above	High density polyethylene or recycled material as above
Handle required.	-	Yes	Yes	Yes	Yes	Yes
Allowable material for handle.	-	-	Polypropylene or polyethylene or recycled material as above	Polypropylene or polyethylene or recycled material as above	High density polyethylene or recycled material as above	High density polyethylene or recycled material as above
Container color.	Yellow	Yellow	Yellow	Yellow	Red	Red
Constituents not allowed in dye.	No heavy metals	No heavy metals	No heavy metals	No heavy metals	No heavy metals	No heavy metals
Printing Color.	Red/ Black on Yellow background	Red/ Black on Yellow background	Red/ Black on Yellow background	Red/ Black on Yellow background	Black on Red background	Black on Red background
Constituents not allowed in ink / paint.	No heavy metals	No heavy metals	No heavy metals	No heavy metals	No heavy metals	No heavy metals

## PHARMACEUTICAL WASTE CONTAINER

The following requirements are to be met in the supply of Pharmaceutical waste Containers:

### Range of Pharmaceutical waste containers required:

2. The following generic type of Pharmaceutical waste Containers must, as a minimum form part of the supply made available for ordering by the Facilities:
  - a) 2.5 liter Pharmaceutical waste container
  - b) 5 liter Pharmaceutical waste container
  - c) 10 liter Pharmaceutical waste container
  - d) 25 liter Pharmaceutical waste container

### Material to be used in manufacturing of Pharmaceutical waste Containers

1. Pharmaceutical waste must be manufactured from polypropylene (PP) or alternatively polyethylene (PE) or recycled materials meeting the minimum standards and as agreed between the Department and the Service provider;
2. The material shall be puncture resistant as per the SANS Code 10248 Pharmaceutical waste Container requirements;
3. Ink colors and dies must be free of heavy metals;

### Pharmaceutical Waste Container design requirements:

1. Pharmaceutical Containers shall be rigid, puncture resistant, leak resistant and tamper proof.
2. The required color coding for Pharmaceutical waste Container is dark green

3. Pharmaceutical waste Container shall allow for easy and safe assembling (e.g. fitting the lid part onto the container part of the Pharmaceutical waste Containers);
4. The lid and opening closure of a Pharmaceutical waste Container shall ensure that the lid cannot be released after sealing.
5. 20L pharmaceutical Containers shall be equipped with a foldaway handle for safe handling and transport of containers;
6. The mechanical stability of the empty as well as full Pharmaceutical waste Containers, when standing and whilst being moved or transported, shall be ensured for all Pharmaceutical waste Containers.
7. Pharmaceutical waste containers shall be designed to reduce the risk of spillage of contents in the event of tipping or dropping of Pharmaceutical waste Containers.
8. The service provider shall have a sticker type label (Permanent), reflecting the service providers name on the container.

### **Liners**

Due to the different rates at which HCRW is generated as well as the particular requirements for different liner applications, there is a need for a range of liners for Freestanding Racks to be made available to Facilities, leaving it up to the Facilities to make a decision on the type of liners and Freestanding Racks that would best meet their particular needs. It is further required that liners and Freestanding Racks for both HCRW be made available under this contract

The risk of infection and pollution caused by spillage is high, resulting in a need for liners to meet certain minimum standards in terms of user friendliness during handling and sealing as well as in terms of robustness.

The following requirements are to be met in the supply of plastic liners:

### **Range of liners required:**

1. HCRW Liners Red:
  - a) 30-litres @ 60 micron thickness;
  - b) 50-litres 60 micron
  - c) 90-litres @ 100-micron thickness.
  - d) 142-litres @ 60-micron thickness
  - e) Placenta bag (300 x 300) mm @ 60 micron
  - f) Mattresses liners

### **Material to be used in manufacturing of liners:**

1. Liners are to be made from impermeable, leak proof material and shall be compatible with the envisaged treatment of waste.
2. Liners shall be closed by means of non-PVC plastics ties,. Plastic bags shall not be closed by means of stapling
3. Dies must not contain heavy metals;
4. All Plastic Liner Freestanding Racks are to be manufactured from stainless steel respectively as indicated in Schedule of Rates and Quantities;
5. Plastic Liner Freestanding Racks are to be powder coated or galvanized when manufactured from mild steel. No coating is required for stainless steel Freestanding Racks.

The following type of tie for plastic bags shall be supplied:

- Cable non-PVC plastics sealing tags of the self-locking type, or heat sealers purpose – made for healthcare risk waste and of suitable size:

### **Plastic liner design requirements:**

1. Liners for HCRW must be red.
2. All liners are to be supplied with appropriate ties, with the number of ties exceeding the number of liners by 5%.

**Plastic liner markings:**

No markings/printing will be required on any of the liners.

<b>Container type.</b>	<b>HCRW plastic liner.</b>	<b>HCRW plastic liner.</b>
<b>Capacity (liter)</b>	30	90
<b>Liner thickness (µm)</b>	40	100
<b>Material allowed for liner.</b>	Polypropylene or polyethylene or recycled material as above	Polypropylene or polyethylene or recycled material as above
<b>Min / max % recyclable material.</b>	0/10	0/10
<b>Liner color.</b>	Red	Red
<b>Constituents <u>not</u> allowed in dye.</b>	No heavy metals	No heavy metals

**C. ANNEXURE C: LIST OF WASTE VEHICLE ALLOCATION**

<b>District</b>	<b>Name of facility</b>	<b>Number of cars allocated</b>
<b>ETHEKWINI</b>	○ Prince Mshiyeni Memorial Hospital	X1
<b>ILEMBE</b>	○ General Justice Gizenga Mpanza	X1
<b>UTHUKELA</b>	○ Escort Hospital	X1
<b>HARRY GWALA</b>	○ Pholela CHC	X1
<b>UMGUNGUNDLOVU</b>	○ No vehicles	X0
<b>UGU</b>	○ Port Shepstone Regional Hospital	X1
<b>UMKHANYAKUDE</b>	○ Mseleni Hospital	X1 (Non functional)
<b>KING CETSHWAYO</b>	○ Mbongolwane Hospital	X1
	○ Ekhombe Hospital	X1
<b>AMAJUBA</b>	○ Madadeni Hospital	X1
<b>ZULULAND</b>	○ Nkonjeni Hospital	X1
	○ Vryheid Hospital	X1 (Non functional)
<b>UMZINYATHI</b>	○ Church of Scotland Hospital	X1 (Non functional)
	○ Charles Johnson Memorial	X1 (Non functional)

**D. ANNEXURE D: INDICATIVE AMOUNT OF HRCW GENERATED PER DISTRICT AND AREA**

**NB: The weights listed hereunder are ONLY INDICATIVE and the Department cannot be held liable for any variations whatsoever in the actual values observed during the execution of the contract. The information is provided only to give some guidance to the bidders on the extent/value of each area.**

DISTRICT	WASTE TYPE	ESTIMATED ANNUAL QUANTITY IN KG
eThekwini	ANATOMICAL	52,555.98
eThekwini	INFECTIOUS WASTE	1,767,594.88
eThekwini	PHARMACEUTICAL	12,686.90
eThekwini	SHARPS	114,377.67
	<b>Sub-total</b>	<b>1,947,215.43</b>

DISTRICT	WASTE TYPE	ESTIMATED ANNUAL QUANTITY IN KG
iLembe	ANATOMICAL	810.70
iLembe	INFECTIOUS WASTE	260,340.01
iLembe	PHARMACEUTICAL	11,571.10
iLembe	SHARPS	28,088.21
	<b>Sub-total</b>	<b>300,810.02</b>

DISTRICT	WASTE TYPE	ESTIMATED ANNUAL QUANTITY IN KG
<b>Harry Gwala</b>	ANATOMICAL	5460.54
Harry Gwala	INFECTIOUS WASTE	138041.54
Harry Gwala	PHARMACEUTICAL	2887.92
Harry Gwala	SHARPS	17693.21
	<b>Sub-total</b>	<b>164083.22</b>

DISTRICT	WASTE TYPE	ESTIMATED ANNUAL QUANTITY IN KG
<b>UGU</b>	ANATOMICAL	15779.24
UGU	INFECTIOUS WASTE	298277.68
UGU	PHARMACEUTICAL	1148.83
UGU	SHARPS	25527.57
	<b>Sub-total</b>	<b>340733.32</b>

DISTRICT	WASTE TYPE	ESTIMATED ANNUAL QUANTITY IN KG
<b>uMgungundlovu</b>	ANATOMICAL	35179.91
uMgungundlovu	INFECTIOUS WASTE	721677.01
uMgungundlovu	PHARMACEUTICAL	3695.60
uMgungundlovu	SHARPS	58647.05
	<b>Sub-total</b>	<b>819199.56</b>

DISTRICT	WASTE TYPE	ESTIMATED ANNUAL QUANTITY IN KG
<b>Amajuba</b>	ANATOMICAL	10,821.63
Amajuba	INFECTIOUS WASTE	162,965.58
Amajuba	PHARMACEUTICAL	1,224.78
Amajuba	SHARPS	22,916.84
	<b>Sub-total</b>	<b>197,928.83</b>

DISTRICT	WASTE TYPE	ESTIMATED ANNUAL QUANTITY IN KG
uThukela		
uThukela	ANATOMICAL	10,291.29
uThukela	INFECTIOUS WASTE	178,387.56
uThukela	PHARMACEUTICAL	1,168.00
uThukela	SHARPS	24,132.08
	<b>Sub-total</b>	<b>213,980.90</b>

DISTRICT	WASTE TYPE	ESTIMATED ANNUAL QUANTITY IN KG
Umzinyathi		
Umzinyathi	ANATOMICAL	5,404.06
Umzinyathi	INFECTIOUS WASTE	180,640.86
Umzinyathi	PHARMACEUTICAL	1,821.38
Umzinyathi	SHARPS	22,462.63
	<b>Sub-total</b>	<b>210,292.93</b>

DISTRICT	WASTE TYPE	ESTIMATED ANNUAL QUANTITY IN KG
Zululand		
Zululand	ANATOMICAL	10,198.24
Zululand	INFECTIOUS WASTE	236,708.17
Zululand	PHARMACEUTICAL	2,596.05
Zululand	SHARPS	29,311.83
	<b>Sub-total</b>	<b>278,814.30</b>

DISTRICT	WASTE TYPE	ESTIMATED ANNUAL QUANTITY IN KG
uMkhanyakude	ANATOMICAL	18,276.34
uMkhanyakude	INFECTIOUS WASTE	429,651.68
uMkhanyakude	PHARMACEUTICAL	2,293.11
uMkhanyakude	SHARPS	50,541.93
	<b>Sub-total</b>	<b>500,763.06</b>

DISTRICT	WASTE TYPE	ESTIMATED ANNUAL QUANTITY IN KG
uMzinyathi	ANATOMICAL	5,404.06
uMzinyathi	INFECTIOUS WASTE	180,640.86
uMzinyathi	PHARMACEUTICAL	1,821.38
uMzinyathi	SHARPS	22,462.63
	<b>Sub-total</b>	<b>210,292.93</b>