

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF FREE STATE HEALTH					
BID NUMBER:	DOH(FS)02/2022/2023	CLOSING DATE:	29 JULY 2022	CLOSING TIME:	11H00
DESCRIPTION	HEALTH CARE RISK WASTE MANAGEMENT FOR THE FREE STATE DEPARTMENT OF HEALTH.				
	PERIOD: DATE OF SIGNING OF CONTRACT FOR THREE (03) YEARS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID
BOX SITUATED AT (STREET ADDRESS

DEPARTMENT OF FREE STATE HEALTH					
GROUND FLOOR, BOPHELO HOUSE, BLOCK C-WEST, OPPOSITE MAIN DOOR					
C/O CHARLOTTE MAXEKE STREET AND HARVEY ROAD, BLOEMFONTEIN					
SUBMISSION TO THE FOLLOWING:					
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					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No

[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 PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
FOR PROCUREMENT OF DOCUMENT ENQUIRIES MAY BE DIRECTED TO:		FOR BIDDING AND TECHNICAL INFORMATION ENQUIRIES MAY BE DIRECTED TO:	
DEPARTMENT	FREE STATE HEALTH	CONTACT PERSON	Mr. T.L Leshabane
CONTACT PERSON	S.W MALIEHE	TELEPHONE NUMBER	051 408 1422
TELEPHONE NUMBER	051 408 1816/1160	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	LeshabanTL@fshealth.gov.za
E-MAIL ADDRESS	NB: Bidders may send any queries electronically to the above mentioned emails MalieheSW@fshealth.gov.za TsilokaneN1@fshealth.gov.za		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:										
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND SPECIAL CONDITIONS OF CONTRACT.</p>										
2. TAX COMPLIANCE REQUIREMENTS										
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 30%; text-align: right;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </td> </tr> </table> <p>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 ABOVE.</p>	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

Signature Of Bidder:

Capacity Under Which This Bid Is Signed:

Date:

PRICING SCHEDULE –NON- FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED FOR RATE OF EXCHANGE AND STATUTORY INCREASES AS SPECIFIED IN THE BIDDING DOCUMENTS. PRICES FOR 1ST YEAR OF CONTRACT PERIOD MUST BE FIRM

Name of Bidder.....Bid number: DOH(FS)02/2022/2023

Closing Time: 11:00

Closing Date : 29 July 2022

OFFER TO BE VALID FOR 90 **DAYS** FROM THE CLOSING DATE OF BID.

ITEM NO. (INCLUDING VAT)	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
1	As required	Health care risk waste management	
1.1		Collect (include containers & scales), remove, treat and dispose	R...../ Per kg

-	Required by:	Various institutions	
-	At:	Free State Department of Health	
-	Brand and model	
-	Country of origin	
-	Does offer comply with specification?	*YES/NO	
-	If not to specification, indicate deviation(s)	
-	Period required for delivery	
-	Delivery:	*Firm/not firm	

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination

*Delete if not applicable

PRICING SCHEDULE –NON- FIRM PRICES (PURCHASES)

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Closing Time: 11:00

Closing Date : 29 July 2022

OFFER TO BE VALID FOR 90 **DAYS** FROM THE CLOSING DATE OF BID.

ITEM NO. (INCLUDING VAT)	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
2	As required	Brackets and Freestanding Racks	
	2.1	Sharps Container mounting Bracket	R...../ Each
	2.2	Specican Container Mounting Brackets	R...../ Each
	2.3	The plastic liner mounting Brackets	R...../ Each

- Required by: Various institutions
- At: Free State Department of Health
- Brand and model:
- Country of origin:
- Does offer comply with specification? *YES/NO
- If not to specification, indicate deviation(s):
- Period required for delivery:
- Delivery: *Firm/not firm

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination
*Delete if not applicable

PRICING SCHEDULE –NON- FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED FOR RATE OF EXCHANGE AND STATUTORY INCREASES AS SPECIFIED IN THE BIDDING DOCUMENTS. PRICES FOR 1ST YEAR OF CONTRACT PERIOD MUST BE FIRM

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Closing Time: 11:00

Closing Date : 29 July 2022

OFFER TO BE VALID FOR 90 **DAYS** FROM THE CLOSING DATE OF BID.

ITEM NO. (INCLUDING VAT)	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
3.	As required	Bin	
	3.1	90 Litre	R...../ Each
	3.2	75 Litre	R...../ Each
	3.3	50 Litre	R...../ Each
	3.4	20 Litre	R...../ Each

- Required by: Various institutions
- At: Free State Department of Health
- Brand and model:
- Country of origin:
- Does offer comply with specification? *YES/NO
- If not to specification, indicate deviation(s):
- Period required for delivery:
- Delivery: *Firm/not firm

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination

*Delete if not applicable

PRICING SCHEDULE –NON- FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED FOR RATE OF EXCHANGE AND STATUTORY INCREASES AS SPECIFIED IN THE BIDDING DOCUMENTS. PRICES FOR 1ST YEAR OF CONTRACT PERIOD MUST BE FIRM

Name of Bidder Bid number: DOH(FS)02/2022/2023

Closing Time: 11:00

Closing Date : 29 July 2022

OFFER TO BE VALID FOR 90 **DAYS** FROM THE CLOSING DATE OF BID.

-			
ITEM NO. (INCLUDING VAT)	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY

-			
4	As required	Wheelie Bins	
4.1		600 Litre	R...../ Each
4.2		85 Litre	R...../ Each
4.3		1000 Litre	R...../ Each

- Required by: Various institutions
- At: Free State Department of Health
- Brand and model:
- Country of origin:
- Does offer comply with specification? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery:
- Delivery: *Firm/not firm

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination

*Delete if not applicable

PRICING SCHEDULE –NON- FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED FOR RATE OF EXCHANGE AND STATUTORY INCREASES AS SPECIFIED IN THE BIDDING DOCUMENTS. PRICES FOR 1ST YEAR OF CONTRACT PERIOD MUST BE FIRM

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Closing Date : 29 July 2022

OFFER TO BE VALID FOR 90 **DAYS** FROM THE CLOSING DATE OF BID.

ITEM NO. (INCLUDING VAT)	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
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5	As required	Biohazardous Spillage Kit	R..... kit
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- Required by:	Various institutions
- At:	Free State Department of Health
- Brand and model
- Country of origin
- Does offer comply with specification?	*YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery:	*Firm/not firm
Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination	
*Delete if not applicable	

PRICING SCHEDULE –NON- FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED FOR RATE OF EXCHANGE AND STATUTORY INCREASES AS SPECIFIED IN THE BIDDING DOCUMENTS. PRICES FOR 1ST YEAR OF CONTRACT PERIOD MUST BE FIRM

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Closing Time: 11:00

Closing Date : 29 July 2022

OFFER TO BE VALID FOR 90 **DAYS** FROM THE CLOSING DATE OF BID.

ITEM NO. (INCLUDING VAT)	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
6	As required	Chest Freezer	
6.1.	245	Litres	R...../ Each
6.2	481	Litres	R...../ Each
6.3	543	Litres	R...../ Each

- Required by: Various institutions
 - At: Free State Department of Health
 - Brand and model:
 - Country of origin:
 - Does offer comply with specification? *YES/NO
 - If not to specification, indicate deviation(s):
 - Period required for delivery:
 - Delivery: *Firm/not firm
- Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination
*Delete if not applicable

PRICE ADJUSTMENTS

A FIRM PRICES FOR PERIOD CONTRACTS SUBJECT TO ESCALATION - STATUTORY

1. IN CASES OF PERIOD CONTRACTS, PRICES MUST BE FIRM FOR THE FIRST 12 MONTHS OF THE CONTRACT PERIOD WHERE AFTER IT COULD BE ADJUSTED ON QUALIFICATION AND APPLICATION WITHIN THE REQUIRED PERIOD
2. IN THE FOLLOWING CATEGORY STATUTORY INCREASES WILL BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, TAX, etc. The total of the various factors D1,D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index: CPI Dated: May 2022

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B FIRM PRICES FOR PERIOD CONTRACTS - SUBJECT TO RATE OF EXCHANGE VARIATIONS

IN CASES OF PERIOD CONTRACTS, PRICES MUST BE FIRM FOR THE FIRST 12 MONTHS OF THE CONTRACT PERIOD WHERE AFTER IT COULD BE ADJUSTED ON QUALIFICATION AND APPLICATION WITHIN THE REQUIRED PERIOD

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the second period of contract will be calculated per consignment by using the actual exchange rates as issued by your commercial bank at time of bidding and the actual direct change as a result of the rate of exchange for payment of the specific consignment to the contractors supplier. (Proof from bank for rate of exchange applicable to the bid at time of bidding MUST be attached to the bid)

Claims must be provided within 90 days from date of change in price however payments to overseas suppliers must be made within 30 days from receipt of the Departments payment.





health

Department of
Health
FREE STATE PROVINCE

HEALTH CARE RISK WASTE MANAGEMENT FOR THE FREE STATE DEPARTMENT OF HEALTH

**CONTRACT PERIOD: DATE OF SIGNING OF
CONTRACT FOR THREE YEARS**

CONTACT PERSON: Mr. T.L. Leshabane TEL: 051 408 1422

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Annexure 2: List of Facilities

Annexure 3: Evaluation criteria for medical Waste

Annexure 4: Requirements for bins

1 Introduction and Interpretation

The several documents forming the Bid are to be taken as mutually explanatory of one another and in the event of there being any ambiguity in or discrepancy between the various documents, the documents will take precedence in the following order:

- Project Specifications and Annexures
- Special Conditions of Bid;
- Conditions of Bid;
- General Conditions of Bid;

2 Definitions

In addition to the Definitions presented in the General Conditions of Bid, and unless in this Bid the context otherwise requires or admits, the following words and/or expressions shall have the meanings respectively ascribed to them below.

Where the context requires, words importing the singular number shall include the plural and vice versa.

Air Pollution	:	Any change in the composition of the air caused by smoke, soot, dust (including fly ash), cinders, solids particles of any kind, gases, fumes, aerosols and odorous substances.
Autoclaving	:	is a process by which wastes are sterilized or disinfected prior disposal in a landfill.
Bid Date	:	Means the date on which execution of the Bid commences.
Bid Period	:	Means the period from the Bid Date to the date that the Bid expires.
Biological indicator	:	Means an inoculated carrier container ready for use and providing a defined resistance to the specified treatment process.
Bio-chemical oxygen demand	:	Means a measurement of the amount of oxygen taken up by micro-organisms in oxidizing reducing material in the water sample. Normally measured over a 5-day period at 37°C
Chemical oxygen demand	:	Means a measure of the amount of potassium dichromate needed to oxidize reducing material in the water sample. It is generally higher than the biochemical demand
Commencement of Services Date	:	Means the date occurring 30 days after the Bid Date, on which the Contractor shall take responsibility for removing the Waste from all Facilities in the Region.
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

Technical Specification for Health Care Risk Waste Management Services in Free State

		matter of this Bid and/or the performance of any of the parties' respective obligations under this Bid.
Controlled Combustion Treatment	:	Means any method, technique or process to render health care risk waste to flue gasses and residues, by means of oxidation at high temperatures. This includes oxidation of waste as well as other thermal treatment processes such as pyrolysis, gasification or plasma processes in so far as the substances resulting from the treatment are subsequently incinerated in a secondary chamber.
District	:	Means the Free State Department of Health Districts [Mangaung Metro, Fezile Dabi, Lejweleputswa, Xhariep and Thabo Mofutsanyana] as specified in the Bid.
District Office	:	Means the Department's administrative office in the District.
District Rollout Plan	:	Means a detailed strategy for the systematic implementation of the new Waste Management System at all Facilities within a particular District.
Disposal	:	Means burial, deposit, discharge, placing or release on waste into, or onto a legally designated landfill site
Department's Representative	:	Means such party as the Department may appoint as the Department's Representative for the purposes of this Bid and notify the Contractor in writing. The Department Representative may include Manager: Non-Personal Health, District Manager, Infection Prevention and Control Practitioner (IP&CP), Clinic Manager, CEO of the institution, District Environmental Health Practitioner (EHP) and Waste Management Control Officer (WMO).
Dry heat treatment	:	Means processors that utilize hot air without the addition of water or steam to treat waste
Efficacy test	:	Means testing a non-combustion waste treatment system conducted by a competent person, independent of the system manufacturer, to establish operating parameters for the systems effective treatment of waste
Environment	:	Environment is defined as: the natural environment, consisting of air, water, land and all forms of life, ii) the social, political, cultural, economic and working context and other factors that determine people's place in and influence on the environment, and iii) natural and constructed spatial surroundings.
Environmental Impact	:	Means a positive or negative environmental change (biophysical, social and or economic) caused by human action
Environmental Impact Assessment	:	Means a process of examining the environmental effects of developments
Environmental Scoping	:	Means a process of identifying significant issues, alternatives and decision points that should be addressed by a particular Environmental Assessment Practitioner, this may include a preliminary assessment of potential impacts
Extraordinary Waste	:	Materials like mattresses, linen, clothing, etc. that was used in connection with patients suffering from highly infectious diseases.
Facility Manager and or Assistant Manager/ Waste Management Officer (WMO): Health Care Waste Management	:	Means the Contractor's contact person at Facility level or a person appointed at provincial Department of Health office to liaise with the contractor.

Technical Specification for Health Care Risk Waste Management Services in Free State

Facility Rollout Plan	:	Means a detailed strategy for the systematic implementation of the new Waste Management System at individual Facility within a particular District.
Frequency exceedances	:	Means a frequency (number/time) related to a limit value representing the tolerated exceedance of that limit value, i.e. if exceedance of limit value are within the tolerances, then there is still compliance with the standard. This exceedance is applicable to a calendar year.
General 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.
General waste	:	Means waste that is potentially dangerous to human beings and the Environment if not properly managed and it includes but not limited to domestic waste, commercial waste, builders' rubble and non-hazardous industrial waste.
Genotoxic Waste	:	Waste containing substances with genotoxic properties (Mutagenic; teratogenic or carcinogenic) e.g. Waste containing cytostatic drugs (Often used in cancer therapy) or genotoxic chemicals
Good Engineering and Operating Practices	:	<p>Means (in relation to the performance of any activity, duty, responsibility and/or obligation of the Contractor to which this standard is stated in this Bid to apply) the standards, practices, methods and procedures and the degree of skill, care, diligence, prudence and foresight that would reasonably be expected of a skilled and experienced contractor engaged in the same type of undertaking under the same or similar factual, practical and/or physical circumstances at the time when the relevant decision or judgment is made and/or the relevant act or operation is performed and, without prejudice to the foregoing generality, shall include taking all reasonable steps to ensure that:-</p> <ul style="list-style-type: none"> adequate materials, resources and supplies, are constantly available to undertake the Services under normal conditions and reasonably anticipated abnormal conditions; sufficient personnel are available and are adequately experienced and trained to transport and handle the Waste and operate the Treatment Plant properly, efficiently and within the manufacturers' guidelines and specifications and are capable of adequately responding to emergency conditions; preventive routine and non-routine maintenance and repairs are performed to the Treatment Plant and the Contractor's equipment in general, on a basis that ensures reliable and safe operation, and are performed by knowledgeable, trained and experienced personnel using a suitable equipment, tools and procedures; appropriate monitoring and testing is done to ensure that all equipment at the Treatment Plant and the Contractors equipment in general, is functioning as designed and to provide assurance that such equipment will function properly under normal conditions; appropriate planned procedures are carried out to ensure the proper

Technical Specification for Health Care Risk Waste Management Services in Free State

		<p>collection, transport, handling, treatment and disposal of the Waste, Residues and effluents under normal conditions and reasonably anticipated abnormal conditions;</p> <ul style="list-style-type: none"> The Department's Requirements, all Necessary Consents and all applicable Statutory Requirements are complied with.
Handover Period	:	The last one month of the contract period.
Health care facility (HCF)	:	Means a facility producing health care waste and it includes a Hospital, Clinic (fix, mobile and Dental), Community Health Center, State Mortuary, Emergency Medical Service (EMS) stations, Medical Depot, and State Laundry
Health Care General Waste	:	the portion of waste that poses a minimum degree of risk to human health and the environment, i.e. from administrative and housekeeping activities, e.g. paper, pens, flowers, food packaging, plastic cool drink bottles, old mops, builders' rubble and garden waste.
Health Care Risk Waste	:	Human anatomical waste, infectious human waste, sharps, chemical waste, pharmaceutical waste and radioactive waste generated by healthcare professionals and healthcare facilities.
Health Care Waste	:	Means all the waste generated within a Health Care Facility. It is categorized into Health Care General Waste and Health Care Risk Waste.
High-Efficiency Particulate Arrestor	:	Means a filter designed to remove 99.97% of airborne particles measuring 0.3 microns or greater in diameter passing through it.
Implementation Period	:	Means for each Facility the period from when the Facility begins to use elements of the new Waste Management System until the new Waste Management System is fully implemented at that Facility.
Independent competent person	:	Means a person appointed in terms of Environmental Management to Regulations to undertake an Environmental Impact Assessment (EIA) and a Waste Management License Application (WMLA)
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.
Licensing Authority	:	Means authorities mentioned under Section 36 of the National Environmental Management (NEM): Air Quality Act, 2004 (Act 39 of 2004) and Section 43 of the NEM: Waste Act, 2008 (Act 59 of 2008)
Medical Consumables	:	Refers to medical products that are used for therapeutic purposes and are not reusable, and excludes pharmaceuticals.
Microbial inactivation: Level III	:	Inactivation of vegetative bacteria, fungi, lipophilic/hydrophilic viruses, parasites, and mycobacteria at a 6 Log ₁₀ reduction or greater; and inactivation of <i>G. stearothermophilus</i> spores and <i>B. atrophaeus</i> spores at a 4 Log ₁₀ reduction or greater
Microwave treatment	:	Means a steam-based low heat thermal process where disinfection occurs through moist/dry heat and steam.
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 organization 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;

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Necessary Consents	: 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 Bid.
On-site treatment plant	: Means a facility/plant on the same property or yard of the existing health facility.
Operator	: Means a person who owns or controls or operates a treatment facility and is responsible for storage, treatment and disposal of HCRW
Parametric indicators	: Are indicators that determines a range of variations and especially to a factor that restricts what results from a process or a policy.
Parametric monitoring	: Means the monitoring of a treatment facility for compliance with the regulations/policy using the operating parameters such as time, pressure, size, or temperature as an indicator of treatment efficiency.
Pathological Waste	: Means tissues, organs, body parts and blood, and body fluids, but excluding teeth, hair and nails, and swabs from wards and theatres.
Penalties	: Means imposing of a financial liability on the Contractor when Service Failures occurred during the execution of the Bid that was reported by the Infection Control Nurse or Control Environmental Health Practitioner or Waste Management Control Officer of any particular Facility. Penalties are deducted from the monthly payment certificate if upheld by the Department's Representative in accordance with Section 16.1 of the Specification.
Pharmaceutical Waste	: Expired, unused, unusable, spilt and contaminated pharmaceutical products, medicines, cytotoxic preparations, vaccines, sera that are no longer required and need to be destroyed appropriately as well as items used in the pharmacy for the handling / manipulation of pharmaceuticals e.g. bottles, boxes, ampoules, vials with residue, gloves, masks, connecting tubing.
Plant	: Means any appliances, equipment, machinery, implement or tool or any associated component, fitting or accessory used on site.
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.
Registered Environmental Assessment Practitioner	: Means an environmental assessment practitioner registered with an appointed registration authority contemplated in section 24 H of the National Environmental Management Act, 1998 (Act 107 of 1998)
Registration Sheet/Waste manifest (WM)	: Means the documentation required for the detailed recording of Waste collection from individual Facilities.
Rendered non-infectious	: Means that the waste has been successfully treated to inactivate pathogens and other biologically active material to a level that will no longer present a potential hazard of infection when managed, stored or disposed of.
Residue	: Means any solid or liquid product derived from the Treatment of Waste at the Treatment Plant.
Rollout	: Means for each Facility the process of implementing the new Waste

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	Management System.
Rollout Completion Date	: Means the date occurring 4 months after the Bid Date.
Rollout Period	: Means the period from the Bid Date to Rollout Completion Date.
Segregation	: The systematic separation of solid waste into designated categories of HCGW and HCRW.
Service Failure	: Means the Contractor's failure to comply with certain requirements of the Bid.
Services	: Means the services, duties and obligations to be fulfilled by the Contractor in accordance with this Technical Specification throughout the Bid Period.
Sharps Container	: Means a disposable puncture resistant container which, when sealed, cannot be opened, and which is spill proof under normal handling conditions, used for the storage and transport of infected sharps items.
Sharps Waste	: Sharps Waste includes any device having acute rigid corners, edges, or protuberances capable of cutting or piercing, including, but not limited to, all of the following: <ul style="list-style-type: none"> • Hypodermic needles, syringes, blades, and needles with or without attached tubing; and • Broken glass items, such as Pasteur pipettes and blood vials contaminated with infectious materials. • Stitching materials • Medicine vials and tubes • Medicine in glass containers
Speci-Can Container/Pharmaceutical	: Means a disposable puncture resistant container which, when sealed, cannot be opened, and which is spill proof under normal handling conditions, used for the storage and transport of Pharmaceuticals or infected pathological waste or waste generated in isolation wards.
Spores Strip	: Means sealed strips containing bacterial spores at specified concentration
Sterile	: Means free from all forms of microbial life including highly resistant bacterial endospores.
Sterilization	: Means as the destruction or elimination of all forms of microbial life, including highly resistant bacterial endospores. Sterilization is usually expressed as probability function in terms of the number of the microorganisms surviving a particular treatment process. This functions are expressed as a 6 Log ₁₀ reduction (defined as 6-decade reduction or a one millionth [0.000001] survival probability in a microbial population, i.e., 99.9999% reduction) of the most resistant microorganisms to the sterilization process in question. Spores suspensions of resistant Bacillus species are often used as biological indicators for determining the efficacy of the sterilization process. B. stearothersophilus is used to indicate the efficacy of thermal inactivation, B. subtilis is used for chemical inactivation and B. pumilus is used for the irradiation inactivation.
Thermal treatment	: High temperature treatment of waste
Statutory Requirements	: Means the requirements of any present or future Legislation, ordinance, proclamation, by-law, directive, decision, regulation, rule, order, notice or code of practice having the force of law in the Province;

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Province	:	Means Free State province of the Republic of South Africa.
PSI	:	Unit of pressure expressed in pounds of force per square inch of area
Transporter	:	A person, organization, industry or enterprise engaged in or offering to engage in the transportation of Waste. For the purpose of this bid a transporter shall be registered in accordance with the relevant requirements and regulations of the current relevant national legislation.
Treatment	:	Means any method, technique, or process designed to change the biological character or composition of any Waste so as to eliminate its potential for causing disease, pollution impact on the environment and risk to health.
Treatment efficacy	:	refers to the capability of an autoclave to alter waste such that its potential for transmitting disease is eliminated or substantially decreased
Treatment Plant/facility	:	Means the plant or plants used to treat, store, recover, process, recycling or sorting of Waste.
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 Bid, be considered to include: <ul style="list-style-type: none"> • General Infectious Waste; • Sharps Waste; • Pathological Waste/Anatomical • Pharmaceutical Waste • Genotoxic Waste • Extra ordinary waste
Waste Collection Point	:	Means for each Facility, the location at which the Waste is delivered to, by the Facilities, in Disposable Containers and where the Contractor assumes responsibility of the Waste. The Contractor shall during its Rollout establish, in consultation with each Facility, the location of each Waste Collection Point.
Waste Collection Programme (WCP)	:	Means the Contractor's programme for collecting Waste from the Facilities. The programme shall specify time and days of the week that Waste will be collected from each Facility.
Waste Information System	:	Means a system comprising of at least a register of the information submitted in terms of the National Waste Information Regulations, (Gazette No. 35583 of 2012), in a format which is accessible to the public, and which, amongst other things, facilitates an on-line search for information pertaining to waste in the Free State province.
Waste Manager	:	Means any person who re-uses, recycles, recovers, treats or disposes of waste
Waste Management License or Waste License	:	Means a license issued in line with Section 49 of the NEM: Waste Act, 2008 (Act 59 of 2008)
Waste Management	:	All activities, administrative and operational, associated with the handling, transport, storage, treatment and disposal of Waste. For the purpose of this bid it will also include the supply and distribution of all disposable

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		containers.
Waste Management Control Officer (WMCO)	:	Means an Environmental Health Practitioner who is registered in terms of the Health Professions Act, 1974 (Act No 56 of 1974) and is designated under section 58(1) of National Environmental Management: Waste Act, (Act No. 59 of 2008)
Waste Management Officer (WMO)		Means an Environmental Health Practitioner who is registered in terms of the Health Professions Act, 1974 (Act No 56 of 1974) and is designated in terms of section 10 of National Environmental Management: Waste Act, (Act No. 59 of 2008)
Waste Management System	:	Means collectively the supply of Disposable Containers, the Collection, Transport, Treatment and disposal in the Project Specification.
Waste Storage Area	:	Means any site or premises where health care risk waste is kept in a manner that does not constitute treatment or disposal; or any premises or site permitted in terms of Section 49 of the National Waste Management Act (NEM): Waste Act, 2008 (Act 59 of 2008)
Waste Vehicles	:	Means the specific approved vehicles used by the Contractor to transport Waste.
Waste with high content of heavy metals	:	Waste with a high heavy-metal content e.g. batteries, broken thermometers; blood-pressure gauges, and mercury wastes.

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List of Acronyms

CEO	Chief Executive Officer.
CHC	Community Health Centre.
DWA	Department of Water Affairs.
E.H.S.	Environmental Health Service
E.M.S.	Emergency Medical Service
FSDoH	Free State Department of Health.
HCF	Health Care Facility.
HCGW	Health Care General Waste.
HCRW	Health Care Risk Waste.
HCW	Health Care Waste.
HCWIS	Health Care Waste Information System.
HCWM	Health Care Waste Management.
HDPE	High Density Poly Ethylene.
HEPA	High-Efficiency Particulate Arrestor
HoD	Head of Department
NEM: Waste Act	National Environmental Management: Waste Act
OHS	Occupational Health and Safety.
PE	PolyEthylene.
PP	Poly Propylene.
PPE	Personal Protective Equipment.
PPI	Production Price Index.
PSI	Pounds per square inch
PVC	Poly Vinyl Chloride.
RSA	Republic of South Africa.
SA	South Africa.
SABS	South African Bureau of Standards, trading as SABS.
SANS	South African National Standards.
SCM	Supply Chain Management
STAAT	State and Territorial Association on Alternative Treatment Technology
WCP	Waste Collection Programme
WMCO	Waste Management Control Officer
WMO	Waste Management Officer
WMT	Waste Management Team
WM	Waste Manifesto
WIS	Waste Information System.

3 Scope of supply

3.1 The Services

The objective of this bid will be to collect, remove, treat and dispose HCRW from Provincial Hospitals, Clinics (fix, mobile and Dental Services), Community Health Centers, Provincial State Mortuaries, Emergency Medical Service Stations, Medical Depot, Quarantine Facilities, Orthosis & Prosthetics Centres, Department of Pharmacology at UFS, Free State DoH School of Nursing and Free State DoH Laundry facilities covered in this Bid. This includes facilities that may be added upon agreement with the service provider.

All processes and procedures must be adopted, followed and /or implemented to ensure the safe, effective and efficient removal of Waste from all the Facilities. The contractor shall, perform and execute the Contract in accordance with Good Operating and Engineering Practices, the Necessary Consents and the Statutory Requirements. The Contractor shall in the process of rendering the Service, be liable for any damage done to the Department's property.

The scope of supply for the Services shall for the duration of the Contract Period, in general terms include the provision by the Contractor of all plant, equipment (including maintenance thereof), personnel, activities, services, know-how and expertise necessary to safely and efficiently collect, and transport all HCRW from all Provincial Hospital, Clinic (fix, mobile and Dental), Community Health Center, from Provincial Hospitals, Clinics (fix, mobile and Dental facilities), Community Health Centers, Provincial State Mortuaries, Emergency Medical Service Stations, Medical Depot, Quarantine Facilities, Orthosis & Prosthetics Centres, Department of Pharmacology at UFS, Free State DoH School of Nursing, and Free State DoH Laundry facilities and treat and dispose of the residues. The Department reserves the right to award the contract per district.

The scope of supply shall, for the duration of the Bid Period, more specifically include:

- a) Supply and distribution of Sharps Containers as mentioned below:
 - i. Type A: 1-4 Litres Sharps container,
 - ii. Type B: 5-8 litres sharps container;
 - iii. Type C : 9-15 litres sharps container ;
 - iv. Type D : 16-25 litres sharps container;
 - v. Type E: Tall slim sharps container with a minimum height of 600 mm and capacity of between 5 litres and 10 litres for long sharps (1000mm),
 - vi. A minimum of one Sharps Container of type B or type C must be of the horizontal loading type,
 - vii. The containers should be in line with the SANS 452: 2008, Non-reusable and reusable sharps containers (as amended).
 - viii. Sharps Containers shall be able to pass a drop test in accordance with United Nations Recommendations on the Transport of Dangerous Goods. *The Contractor shall submit with the bid documents a report on the drop test, carried out by an independent institution like the CSIR, SABS.*
- b) Supply and distribution of Disposable Spec-Can Containers as mentioned below:
 - i. Type F1: 1-8 Litres Spec-Can Container,

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- ii. Type F2: 9-15 litres Speci-Can Container;
 - iii. Type G: 16-25 litres Speci-Can Container;
 - iv. Type H: 40-70 litres sealable isolation ward container suitable for all waste from isolation wards as well as certain amputations. Type H containers must have an opening of at least 800 cm² and no side of the aperture may be less than 250 mm should the opening be rectangular/polygonal;
 - v. Type I: 80-100 litres, 650 mm tall, 350 x 400 mm diameter that is suitable for limbs.
 - vi. Seals that could be used for identification whilst providing evidence of tempering.
- c) Supply and distribution of Disposable Red Liners as mentioned below:
- i. Type J1 :12-30 litres @ 40 micron thickness ;
 - ii. Type K1:30-90 litres @ 60 micron thickness;
 - iii. Type L1:90-140 litres @ 80 micron thickness ;
 - iv. Type M1:2.5 litres @ 40 micron thickness;
 - v. Mattresses liners of 650 litres@ 60 micron thickness
 - vi. All red liners should be in line with SANS 10248-1 (as amended).
- d) Supply and distribution of Disposable cardboard boxes with red liners (will be used for highly infectious that includes hemorrhagic fevers and Infectious wards).
- i. 20 litres
 - ii. 50 litres
 - iii. 90 - 140 litres
- e) Supply and distribution of Disposable Pharmaceutical Containers as mentioned below:
- i. Type G : 16-25 litres Pharmaceutical Container ;
 - ii. Type G : 16-25 litres Cytotoxic Container ;
 - iii. Type G : 16-25 litres Pharmaceutical Container ;
 - iv. Type G : 16-25 litres Radioactive Waste Container.
- f) Supply and distribution of Brackets, Baskets and Freestanding Racks for both HCRW as well as HCGW that meets the requirements of:
- i. Annexure 1: Item A1.1.5 – Sharps Container mounting Brackets
 - ii. Annexure 1: Item A1.2.5 – Specican Container Mounting Brackets;
 - iii. Annexure 1: Item A1.3.5 – The plastic liner mounting Basket and Freestanding Rack;
- g) Supply and distribution of infectious waste bins (preferably red) as mentioned below:
- | Container Capacity | Height | Width | Depth |
|--------------------|--------|--------|--------|
| i. 90 litre bins | ±915mm | ±435mm | ±430mm |
| ii. 75 litre bins | ±785mm | ±435mm | ±430mm |
| iii. 50 litre bins | ±551mm | ±444mm | ±397mm |
| iv. 20 litre bins. | ±552mm | ±267mm | ±346mm |
- h) Supply and distribution of internal transportation wheelie bins as mentioned below :
- i. 600 litre
 - ii. 85 litre
 - iii. 1000 litre

- i) Supply and distribution of biohazardous spillage kits. They must contain as a minimum the following items:
- i. Re-usable neoprene gloves of elbow height,
 - ii. Biohazardous spillage kits absorbent pads of 200 pads per box;
 - iii. Red disposable liners with non-PVC plastic ties,
 - iv. Chlorine release tablets : 100 sachets in a box,
 - v. Long handle metal scoop/dustpan with a rubber lip on the dustpan to create a seal between the dustpan and the floor– size not less than L: 30cm, W: 28cm, and handle should be not less than 100cm
 - vi. Whisk Broom – Soft fibre with metal grip for extra strength and durability (minimum L:29cm, H:100cm, W:8cm)
- j) Supply and distribution of chest freezers for anatomical waste as mentioned below :
- i. Sizes:
 - a. 254L
 - b. 481L
 - c. 543L
 - ii. Adhesive Biohazardous waste signage in line with the requirements of SANS 1028-1,
 - iii. Must have outlet drain plug or similar mechanism for drainage purposes,
 - iv. Must have a thermometer,
 - v. be energy rating of B,
 - vi. must have an alarm system in the form of light indicator or bipping/blipping sound mechanism.
 - vii. Must have temperature setting device,
 - viii. must be lockable and supplied with at least 2 keys,
 - ix. Must have wheels that are at least 160 mm.
- k) Supply and distribution of ties for Plastic Liners: Non-PVC plastic ties, Non-PVC plastic sealing tags of the self-locking type or heat sealers purpose made for HCRW,
- l) Supply of static or on-site industrial electronic scales that meets the following criteria:
- i. Able to provide onsite printout,
 - ii. With a gas damper and self-closing,
 - iii. Non-corrosive stainless steel material,
 - iv. With weighing capacity of between 1000kg to 1500kg
 - v. With a platform size of at least 103 x 53cm,
 - vi. With a power adapter or battery-operated during power outage,
 - vii. Adjustable rubber wheels,
 - viii. A valid calibration certificate,
- m) The supply of the infectious waste bins, wheelie bins, biohazardous spillage kits, Baskets and Freestanding Racks and chest freezers as stated above will be once off supply as per order from the institution/s. The service provider should therefore quote the Department separately for item (F, G, H, I, and J). The Department reserve the right to evaluate and award item (F, G, H, I, and J) separately and award the contract per district.

Bidders must please indicate the items of their choice which will be considered by the Department should you meet the requirements

ITEM	TICK
Item 1 (collect, remove, treat and dispose)	
Item 2 to 6 (f,g,h,i,j)	
BOTH	

- n) Collection, Transportation, Treatment and Disposal of HCRW from all Facilities in the Province;
- o) Interfacing with the Facilities in securing a safe and efficient removal of Waste as well as the supply and distribution of Disposable Containers;
- p) Transport of Residues to an appropriately permitted, developed and operated landfill;
- q) Reporting to the Department's Representative;
- r) Convening and attending meetings and liaising with the Department's Representative;
- s) Obtaining all Necessary Consents prior to commencing the Services and maintaining such Necessary Consents throughout the Bid Period.

3.2 The Facilities

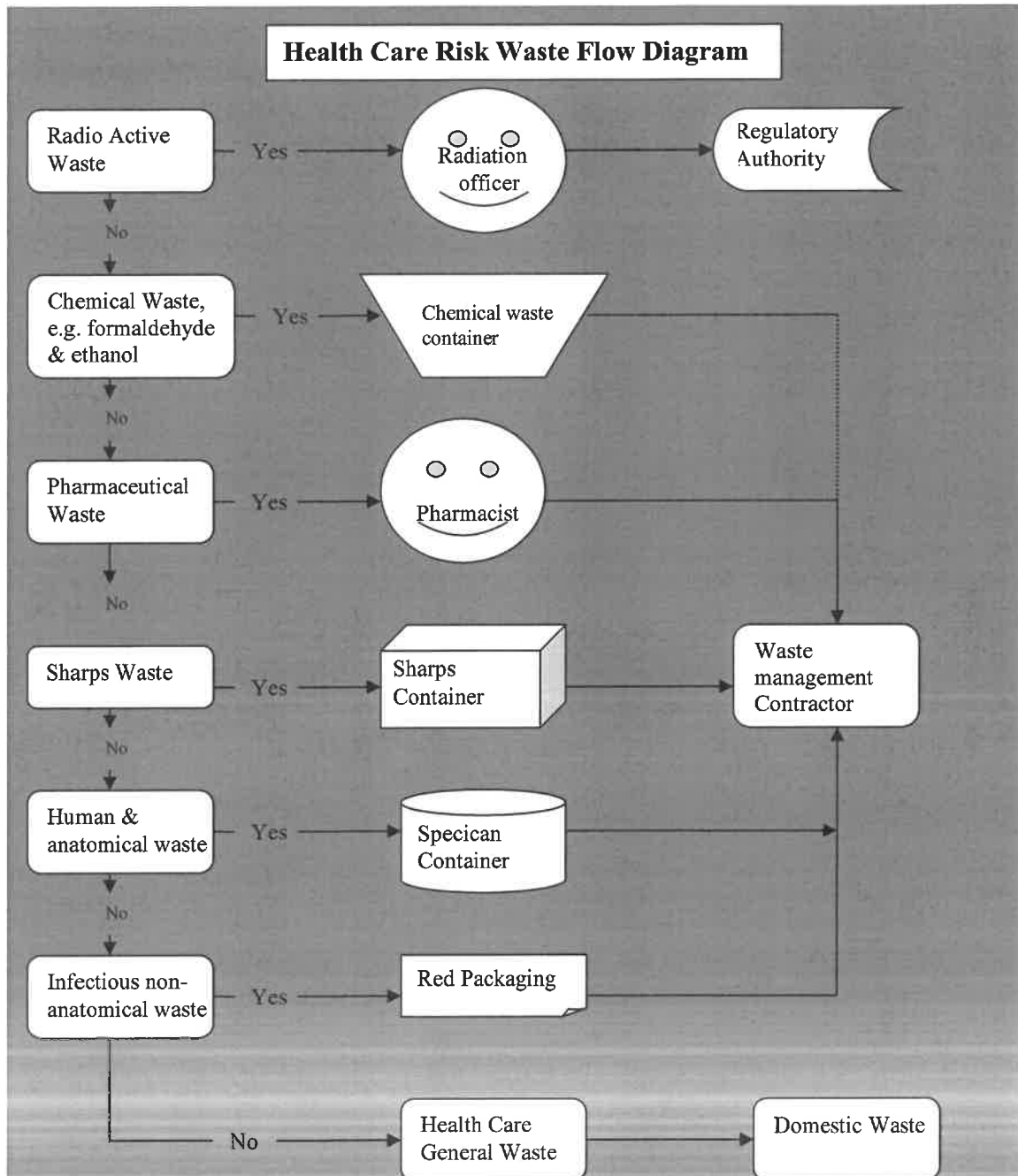
The Facilities to be serviced by the Contractor under this Bid are Provincial Hospitals, Clinics (fix, mobile and Dental Services), Community Health Centers, Provincial State Mortuaries, Emergency Medical Service Stations, Medical Depot, Quarantine Facilities, Orthosis & Prosthetics Centres, Department of Pharmacology at UFS, Free State DoH School of Nursing and Free State DoH Laundry facilities operated by the Free State DoH. The Contractor shall service all Facilities that are included in the List of Facilities (Annexure 2). The Contractor will throughout the Bid Period have exclusive right to provide services under the scope of supply (item 3.1).

Where new Facilities are commissioned or where existing Facilities are shut down, the List of Facilities can be amended by the DoH during the Bid Period. The DoH 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 DoH for the immediate (within 24hrs) commencement of Services at that Facility. Likewise, the Contractor shall in consultation with the DoH and the Facility terminate its Services to Facilities that may be removed from the list.

4 The Waste

Health Care Risk Waste (HCRW) is considered to be the hazardous component of Health Care Waste (HCW) generated in both large and small health care facilities. HCRW has the potential to create a number of environmental, health and safety risks, depending on the particular HCRW category, the way in which it is handled, as well as the way in which exposure takes place.

Health Care Risk Waste Flow Diagram



4.1 Waste Segregation and containerisation

Sharps Waste

Sharps Waste will be containerized in disposable Sharps Containers by the staff at the Facilities prior to the Contractor assuming responsibility for the Waste.

General Infectious Waste

General Infectious Waste will be collected in red liners.

Pathological Waste

Pathological waste shall be collected into Spec Can Containers.

Pharmaceutical waste

Pharmaceutical waste will be containerized in dark green plastic containers.

Healthcare waste categories, color coding and international hazard label		
Waste	Waste sub-category	Color coding and international hazard label ^a
Human or animal anatomical waste	Infectious human anatomical	RED and the international infectious hazard label
	Infectious animal anatomical	ORANGE and the international infectious hazard label
	Non-infectious animal anatomical	BLUE
Infectious non-anatomical waste	None	RED and the international infectious hazard label
Sharps	None	YELLOW , the words "DANGER CONTAMINATED SHARPS" and the international infectious hazard label
Chemical waste including pharmaceutical waste	Chemical or pharmaceutical	DARK GREEN and the appropriate international hazard label
	Cytotoxic pharmaceutical	DARK GREEN and the cytotoxic hazard label (see figure 3)
Radioactive waste	None	No colour coding only the appropriate international radiation hazard label
General waste		No hazard label ^c
Chemical or radioactive solutions that contain human or animal anatomical, and infectious non-anatomical wastes, are considered as chemical waste or radioactive waste respectively.		
^c Black, beige, white or transparent		

- t) All waste as indicated in SANS 10228(will be used for highly infectious that includes hemorrhagic fevers and Infectious wards), shall be handled in accordance with procedures of the healthcare facility. The waste shall be placed into a double-layered plastic bag. The sealed bag shall then be placed into a rigid disposable container.

5 Supply of Disposable Containers

Disposable Containers shall be supplied and delivered to the Facilities by the Contractor, upon the Contractor receiving a request from the Department's Representative, specifying types and quantities.

Disposable Containers shall comply with the specifications provided in Annexure 1 [Specifications for Disposable Containers]. **The Contractor fails to supply a Facility with Disposable Containers that**

are compliant with the Technical Specification, within 72 hours of the Contractor receiving constitute to service failure.

The supply of the infectious waste bins as stated above will be once off supply as per order from the institution/s. The Department reserve the right to evaluate and award item (e) separately. The Department reserves the right to award the contract per district.

5.1 Disposable Containers delivery point

The Contractor shall during Rollout liaise with each Facility to establish acceptable delivery times and locations to which Disposable Containers shall be delivered. Should disposable containers be delivered during scheduled Waste collection rounds, the contractor will be responsible to ensure that new containers are not contaminated during the transport and delivery thereof.

5.2 Ownership of Containers

The Contractor shall maintain ownership of all containers with the exception of infectious waste and wheelie bins throughout the Bid Period. In the event of Containers being lost or severely damaged while in the care of a Facility, the Contractor shall replace such Container(s) and the Department shall pay to the Contractor the actual purchase price on submission of proof of purchase price.

When Containers, through the container recording system, are found not to be in circulation or accounted for at any particular Facility where previously delivered, three-monthly audits are to be undertaken. Should the Facility not be able to locate such Containers, it will be listed as missing and the Contractor will issue the Facility with an invoice for the replacement of any such Containers, with clear reference to the Container number. The lost Container is then to be removed from the Container asset register. Should such Containers however at any later stage within the Bid Period be located by the Facility and found to be in a serviceable condition, the Contractor will be required to issue the Department with a credit note for such a container, once again indicating the container number, such container is then to be reinstated on the Container asset register.

Inspections for physical damage of Containers is however to be done each time when responsibility for Containers is transferred between the Contractor and the Facility, i.e. during delivery of empty Containers and during collection of full Containers. Where a Container delivered by the Contractor is found to be severely damaged, the Facility has the right to refuse acceptance of such Container, upon which the Contractor must replace the damaged Container with an undamaged container. Where damage is however detected by the Contractor at the time when full Containers are collected, the Facility is to confirm such damage in writing, after which the Contractor is to have the container replaced. The Contractor is then to invoice the Facility accordingly for the replacement of the said container, providing full details on the Container number. Should the Container be replaced, the damaged container is to be delivered to the Facility who will take responsibility for its destruction and disposal, after which the container is to be removed from the container asset register.

5.3 Managing supply of Containers

The Contractor shall at all times ensure that the Facilities have sufficient (at least two months) supply of Containers during roll-out process. It is the Contractor's responsibility to estimate and monitor each facility's need for containers. Should a Facility experience a shortage in the supply of Containers, the Contractor will be notified in writing (email) and **if the Contractor fails to abate the shortage within 72 hours from the time of notice, it shall constitute a Service Failure.**

The Contractor shall deliver Containers to a storage area nominated by the respective Facilities. Such storage areas could be the Waste Collection Point, provided that provision is made to prevent disinfected containers from becoming contaminated by the presence of full containers.

Standardized order/delivery form should be provided by the contractor to all Health Care Facilities. The order/delivery form should be different from the Waste Manifest document. All container delivery sheets shall be triplicate carbonized copies or similar approved. **Failure to provide such documentation shall constitute service failure.**

5.4 Tracking system for Containers

Ownership of Containers states that "The contractor shall maintain ownership of all containers throughout the contract period". The Contractor shall provide an appropriate tracking system to ensure that at any time during the Contract Period records exist of all Containers in the care of any particular Facility, or alternatively of Containers delivered to the Treatment Plant.

It is a requirement for an electronic identification system to be used, which could either be a bar-coded system, a transponder system or similar approved. Irrespective of the system used, it is to be ensured that all data recorded is verifiable by the Facility Manager, Waste Management Control Officer and or Infection Prevention and Control Practitioner. The requirement of container marking as described below, is however still to be adhered to even though an electronic recording system will be used, for identification by the Facility during internal use where scanners or similar equipment are not available.

Each Container shall have a unique identification code. The identification code shall be placed visibly on the outside of the container. The visible representation of the code shall be permanent and durable and shall be resistant to any tear and wear sustained during the Contract Period. The identification code shall be made up of numbers and or letters.

The tracking system shall as a minimum ensure that a receipt signed by the Contractor and the Facility Manager, Waste Management Control Officer and or Infection Prevention and Control Practitioner, is issued every time Containers are delivered to a Facility or Collected from a Facility. A copy of the receipt shall be submitted to the Facility Manager, Waste Management Control Officer and or Infection Prevention and Control Practitioner, or facility representative, at the time of collection and delivery.

The Contractor shall ensure that the Treatment Plant shall register each Container at the time when it arrives at the Treatment Plant. The registration shall contain information on the identification code of the Container, its date of arrival as well as the waste category it contains.

The Treatment Plant shall on a monthly basis issue a certificate stating the identification code of the containers received, the contents Treated and the date of Treatment.

All container delivery sheets shall be triplicate carbonized copies or similar approved.

6 Collection of the Waste

The Facility is responsible for the collection and the internal transport of the containerized Waste, from the wards and units, to the Waste Collection Point.

The Contractor shall ensure that no Waste is left unattended between the time when it is removed from the Waste Collection Point and the time when it is delivered to the Treatment Plant. **Failure to remove all waste from the collection point shall constitute service failure.**

The Contractor shall collect Waste from the Facilities in accordance with the Collection Programme. The Contractor shall notify the affected Facilities and the Department's Representative of changes to the Collection Programme, 1 week prior to such changes taking effect. The Contractor shall at all times ensure that the Department's Representative as well as the respective Facilities are provided with the latest version of the Collection Programme. **Failure to provide such document shall constitute service failure.**

Waste collection rounds shall be undertaken between 8:00 and 15:30 on agreed days of the week. Waste collection outside of the aforesaid hours shall only be permitted if the Contractor agrees with the Facility in writing, provided also that the Department's Representative has been informed in writing of this agreement.

Waste collection vehicle drivers or alternatively the office of the contractor must be in direct communication with Facilities on any delays in collection times that may result from breakdowns or emergency situations. Communication systems will be required on all Waste Vehicles and could be in the form of cellular phones, two-way radios or similar approved.

6.1 Waste Collection Point

The Waste Collections Point designates the point at each Facility from where the Contractor takes responsibility for the Waste. The Contractor shall as part of the Rollout, in co-operation with each Facility, establish the location of the Waste Collection Point(s). Facilities may due to its size have more than one Waste Collection Point.

The Waste Collection Point will generally be a storage room at the Facility, to which Facilities are to deliver the Waste in disposable containers. The Contractor shall during the Mobilization Period liaise with each Facility and establish the location of the Waste Collection Point(s), make arrangements for Waste collection personnel to gain access to such Waste Collection Points, make arrangements for the installation and securing of scales (where applicable) and agree on the mass recording verification process to be followed, in accordance with this Project Specification during each collection round.

The Waste shall become the Contractor's responsibility once it has been removed from the Waste Collection Point.

The Contractor shall submit a list, to the Department's Representative of all Waste Collection Points agreed with the Facilities, no later than 2 weeks before Commencement of Contract. Where any difficulties in terms of access to the proposed Waste Collection points may have been identified, such problems are to be reported without delay to the Department's Representative in writing. Based on such a report, the Department may in consultation with the Facility (i) identify an alternative Waste Collection Point, or (ii) make the necessary modifications that will ensure reasonable unobstructed access enabling collection of Waste.

The Contractor shall be responsible for removing any Waste spillage at the Waste Collection Point that may have been caused by the Contractor. **Failure to immediately remove spillage from the Waste Collection Point shall constitute a Service Failure**

6.2 Storage of Waste

By storage time shall be understood the time from when the Waste is placed at the Waste Collection Point by the Facility, until the Contractor removes it from the Waste Collection Point.

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 following maximum storage times are not exceeded:

- Infectious Waste, maximum storage 72hours – or the waste maybe stored at -2-degree C for 90days;
- Pathological Waste, maximum storage time 24hours, if kept refrigerated at or below -2-degree C for 90days.
- Sharps, maximum storage time 90 days.
- Pharmaceutical waste maximum storage time is 90 days.

Exceeding the maximum storage times listed above shall constitute a Service Failure.

The Contractor shall ensure Waste is stored according to the Waste Management License in terms of the section 49(a) of the National Environmental Management Waste Act 59 of 2008 from the time when it is delivered to the Treatment Plant. ***Failure to deliver Waste to the Treatment Plant within the given limits shall constitute a Service Failure.***

6.3 Frequency of Waste Collection

In addition to the requirements that the maximum Waste storage times should not be exceeded, the Contractor shall observe the following minimum frequencies for Waste collection:

Type of Facility	Collection Frequency
Community Health Centers.	As determined by the maximum Waste storage times.
Clinics (fix, mobile and Dental Units)	
State Mortuary	
Laundry	
Orthotics and Prosthetic Services	
Free State School of Nursing	
Quarantine Facilities	
Pharmacology Department	
Hospital	Daily, Once a week, Twice or thrice a week depending on the size of the hospital or as agreed between the service provider and the health facilities

6.4 Weighing of the Waste

The Contractor shall provide a suitable (mobile scale) electronic commercial size scale for weighing of Waste at the time of collection from each Facility.

- Hospitals: Fixed scale (industrial scale) that is calibrated and certified is been provided to the hospitals.
- Clinic (fix, mobile and Dental), Community Health Center, Provincial Hospitals with fixed clinics or mobile Clinics and Dental Units), Community Health Centers, Provincial State Mortuaries, Emergency Medical Service Stations, Medical Depot, Quarantine Facilities, Orthosis & Prosthetics Centres, Department of Pharmacology at UFS, Free State DoH School of Nursing, and Free State DoH Laundry facilities: use mobile scales which is calibrated and calibration certificate should be made available at all times.

6.4.1 Calibration of Scales

All scales used for weighing the Waste shall be approved for commercial use, and shall be calibrated by an independent and accredited party as required by the Necessary Consents and Statutory Requirements. This calibration will be at the cost of the contractor. The contractor must provide proof of calibration by an accredited independent institute or an accreditation authority/party.

Should the scale be due for repairs, service or calibration, the contractor shall immediately provide another suitable electronic commercial size scale.

The Facility Manager, Waste Management Control Officer or and Infection Prevention Control Practitioner shall have the right to verify calibration of the scale. If this verification indicates an error with more than 1%, the Department shall be entitled to demand calibration of the scale by an independent and accredited party as required by the Necessary Consents and Statutory Requirements.

No Waste must be collected from the facility without being weighed. *Failure to weigh Waste shall constitute a Service Failure*

6.4.2 Weighing discrepancies

The weighing of the Waste performed at the Facility under the supervision of the Waste Management Control Officer and Infection Prevention and Control Practitioner shall form part of the basis for payment for the collection, transport, treatment and disposal of the waste. To minimize the risk of human error during mass data recording when Waste is collected from Facilities, recording and transfer of data of the recorded masses must be verified and authorized by the Waste Management Control Officer or Infection Prevention and Control Practitioner or facility representative. The Departmental representative reserves the right not to authorize weighing discrepancies.

6.5 Recording of Waste collected

For each consignment of Waste collected the Contractor shall issue a recording sheet containing information on:

- Identification numbers of Containers collected;

- Type (volume) and net weight of each Container;
- Waste categories, i.e. General Infectious Waste or Pathological Waste;
- Time and date of collection;
- Driver details;
- Details of facility representative witnessing Waste collection;
- Waste Information Number (WIS) Registration number.

The recording sheet shall be issued in triplicate at the time and place of Waste collection, with each copy signed by the Facility Manager, WMCO and or Infection Prevention and Control Practitioner and the Contractor. One signed copy of the Recording Sheet shall be retained by the Infection Prevention and Control Practitioner before the Contractor leaves the Facility.

The Contractor shall record the collection and Treatment of Waste from each waste container including Pathological Waste, after which a certificate is to be issued to certify the destruction or safe disposal of such Waste. The aforesaid report is then to be submitted to the Facility Manager and or Waste Management Control Officer at that Facility, before the end of the calendar month in which the Waste was treated. **Failure to submit the destruction or safe disposal certificate before the end of the calendar month in which the Waste was treated shall constitute service failure.** Destruction certificate (safe disposal), waste collection certificate should be in line with SANS 10248-1: 2008.

All waste collection recording sheets shall be triplicate, carbonized copies or similar approved.

7. Mobile Clinics/ Ambulances

The Contractor shall collect, transport and treat Waste from mobile Clinics/Ambulances in the Province. Mobile Clinics/Ambulances start and finish the day at a regular Clinic/institution. Waste from a mobile Clinic/Ambulance shall be handled together with the Waste from the regular Clinic/institution to which the mobile Clinic/Ambulance is associated.

8 Transport

8.1 Requirements for transportation

The Contractor shall transport all Waste from the Waste Collection Points at the Facilities to the Treatment Plant.

The Contractor shall at all times observe the required health and safety measures and shall avoid spillage of Waste. In the event of spillage occurring, it shall immediately be removed by the Contractor. **Failure to remove any spillage immediately, constitute a Service Failure.**

The Contractor shall, when transporting Containers in the same vehicle, ensure that cleaned Containers do not become contaminated through contact with filled Containers if this not applicable then separate vehicles shall be used for the distribution of clean container/equipment and the collection of HCRW from the health care facilities. **Failure to provide such vehicles constitute a Service failure.**

8.2 Requirements for the Waste Vehicles

The Contractor shall provide Waste Vehicles for transportation of Waste. Waste Vehicles used by the Contractor to transport Waste shall be for the sole purpose of transporting Waste and may not be used for any other purposes. A minimum of one vehicle (6 tons) or equivalent shall be provided per district solely for the collection and transportation of Waste from institutions. The contractor must submit vehicle registration viz. *Certificate of Registration in respect of Motor Vehicle* documents for each vehicle with the bid document or submit a lease agreement with the bid documents. The Lease Agreement should cover the duration of the contract period and include provision of one (1) six (6) ton vehicle or equivalent per district. All Waste Vehicles shall comply with the standards laid down by the National Road Traffic Act (Act 93 of 1996), as well as any Necessary Consent. **Failure to submit requested documents will invalidate the offer.** Any Trans boundary (interprovincial) collection of Waste must be per approval with the Head of Department or delegated official. **Failure to declare Trans boundary collection shall constitute a service failure.**

Access to the Waste Vehicle's loading compartment shall be safe and unobstructed, thus ensuring easy access for the Contractor's staff. Storage compartments on Waste Vehicles shall not have any holes or openings that could result in leaking of liquids that may accidentally have spilt from containers.

The inner surface of the Waste 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. 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.

There shall be a bulkhead between the driver's cabin and load compartment, designed to retain the load, in order to protect the driver, should the vehicle be involved in an accident.

All Waste Vehicles shall be equipped with emergency equipment required by the Necessary Consents. This equipment shall as a minimum include spill kit containing all personal protective equipment like eye goggles, masks, gloves, overalls and waterproof aprons, as well as folded Waste containers, brooms, scoops and disinfectants, together with fire extinguishers. The staff shall be familiar with the emergency procedures whilst also trained in the effective use of such emergency equipment.

Waste Vehicles shall have means for separating the clean Containers from Containers filled with Waste. All waste vehicles shall have mobile weighing scales that is calibrated and calibration certificate should be in the vehicle at all times. **Fail to provide the vehicle with mobile scale will constitute a Service Failure**

9 Treatment of the Waste

The Contractor shall treat the Waste from all Facilities in the Province in accordance with the legislations and the Necessary Consents. HCRW shall be treated by means of either Controlled Combustion Treatment or Non-Combustion Treatment

9.1. Pathological and Pharmaceutical Waste Treatment

- 9.1.1. The Contractor shall ensure that Pathological Waste is treated maximum storage time 24 hours, if kept refrigerated at or below -2-degree C for 90 days.
- 9.1.2. Waste other than Pathological Waste shall be treated maximum storage 72 hours – or the waste maybe stored at -2-degree C for 90days after it has been collected from any Facility.

9.2. Pharmaceutical Waste Treatment

- 9.2.1. Pharmaceutical waste maximum storage time is 90 days.

Notwithstanding the National and local legislation and necessary consents, Schedule 5 and 6 Pharmaceutical waste must be removed and treated as follows:

- 9.2.2. Before the removal of pharmaceutical waste from facilities, the Departmental Disposal Board must first dispose of the pharmaceutical items through the necessary internal processes and procedures. Under no circumstances can the expired medication be handed over to the service provider by the pharmacists or any official at the facility without being disposed of by the Departmental Disposal Board.
- 9.2.3. If a contractor is not used (e.g. incineration), two pharmacists employed by the applicant must witness the removal and destruction of the correct quantities of the medicines or substances authorized for destruction, regardless of the where destruction will take place.
- 9.2.4. In the case of a contractor, where destruction does not take place at the premises of the applicant, and a certificate of destruction will be provided, two pharmacists employed by the applicant must witness the removal from the stock of the correct quantities of the medicines or substances authorized for destruction and at least one of the pharmacist should accompany the goods to the place of destruction, to witness that these have actually been destroyed or disposed of in such a manner that precludes their recovery.
- 9.2.5. In the case of a contractor, a valid certificate of destruction must be obtained and submitted to health institutions as proof of destruction of pharmaceuticals.

9.3. Waste Storage during a Planned Outage

The Contractor shall during a Planned Outage secure the use of cold storage facilities suitable for the storage of Waste until the Planned Outage is over, or alternatively secure standby Treatment capacity at another licensed treatment facility and Treat the Waste timely in accordance with this Technical Specification, the Regulations and the Necessary Consents.

10 Residues disposal

- 10.1. The Contractor shall be responsible for the disposal of all Residues from the Treatment of Waste. The Residues shall be disposed of in accordance with the Necessary Consents and the Statutory Requirements;

- 10.2.** The method of transportation of the Residues selected by the Contractor shall be compatible with the type of Residues generated to ensure that no danger, health nuisance or inconvenience is caused to people at or near the Treatment Plant, along any of the transportation routes or at the landfill used for disposal of the Residues. The Contractor shall ensure that the transportation and disposal of the Residues is conducted in accordance with Good Engineering and Operating Practices;
- 10.3.** The Contractor shall obtain a disposal certificate from the operator of the landfill used for disposing of the Residues, stating the time, date and mass of Residues delivered to the landfill.
- 10.4.** Waste residue should be assessed in accordance with the Standard for Assessment of Waste for Landfill Disposal as set out in terms of Section 7 (1) of the National Environmental Management (NEM): Waste Act, 2008 (Act 56 of 2008) prior of the disposal of waste to landfill;
- 10.5.** Waste disposal to landfill shall be in accordance with the Standard for Disposal of Waste to Landfill as set out in terms of Section 7 (1) of the NEM: Waste Act, 2008;
- 10.6.** Any deviation from the abovementioned requirements shall be as per authorization of the Minister of Environmental Affairs or the Local Authority concerned.

11 Mobilisation and Rollout

11.1 Mobilisation

Following the award of Contract, the Contractor shall use the Mobilization Period to mobilize its staff, as well as acquire the necessary equipment and supplies. The Mobilization Period shall further be used by the Contractor to establish communication lines with each of the Facilities as well as with the District Manager, Facility Manager and the DoH Head Office.

The Contractor shall liaise with the Facility manager, Waste Management Control Officer, and Infection Prevention and Control Practitioner from each of the Facilities and District Environmental Health Manager of the District to be serviced during the Mobilization Period and agree on the programme for implementation of the new Waste Management System at the respective Facilities.

11.2 Rollout Period

The Contractor shall be responsibility for collecting, removing, treating and disposing of the Waste from the Commencement of Bid Date. The first two months following the Commencement of Bid Date is designated the Rollout Period. After the expiry of the four months Rollout Period, the Department may consider an extension of the Rollout Period for a period not exceeding one month.

The Contractor shall during the Rollout Period gradually phase in the new Waste Management System at all the Facilities.

It is envisaged that a dual system will be operated during the Rollout Period, where disposable, and sharp containers provided by the previous contractor shall be used in some Facilities whilst the new Waste Management System is rolled out and maintained in other Facilities.

The new Waste Management System shall be fully implemented at all Facilities in the Province by the Rollout Completion Date. ***Failure to achieve full implementation by the Rollout Completion Date or failure to apply for extension thereof if full implementation by the Rollout Period would not be achieved shall constitute a Service Failure.***

The new Waste Management System shall be deemed to be fully implemented when all Waste is collected and transported.

11.3 Dual system operation during the Rollout Period

While phasing in the new Waste Management System, the Contractor shall be responsible for collecting, transporting, treating and disposing of all Waste generated at the respective Facilities in the Province. This will require that the Contractor operate the old waste management system in parallel with the new waste management system during the Rollout Period.

On commencement of the Rollout Period, the Department would have paid the previous contractor for supply of Sharps Containers, Speci-Can Containers and disposable cardboard boxes. The new Contractor is therefore to make best use of this stock of containers, ensuring that the maximum number of containers supplied by the previous contractor is used for containerisation and removal of Waste during the Rollout Period.

At the start of the Rollout period, the Contractor shall take stock at all Facilities of the disposable cardboard boxes, Sharps Containers and Speci-Can Containers that remained from the previous contractor. When the new Waste Management System has been implemented in any of the Facilities, the Contractor is to take the remaining stock of Sharps Containers, Speci-Can Containers and disposable cardboard boxes, from that Facility and supply it to Facilities that are still using the old waste management system as part of the dual system.

Should the existing stock of Sharps Containers, Speci-Can Containers and disposable cardboard boxes at any of the Facilities be insufficient for the duration of the Rollout Period, the Contractor will be required to procure such Sharps Containers, Speci-Can Containers and disposable cardboard boxes for supply to the Facilities where the new Waste Management System is still to be rolled out, all in accordance with their respective needs.

The Contractor shall ensure that each Facility experiences a swift transition from the old to the new Waste Management System. The Contractor will only be permitted to run a dual system at Facility level during the Implementation Period.

11.3.1 Rollout Plans

A Provincial Rollout Plan is covering all facilities on macro / District level, indicating how the process will be executed over the 2 months Rollout Period, and when the various Facilities can expect to become involved in the Rollout process. The Provincial Rollout Plan is to be approved by the Accounting Officer of the DoH, as it will impact on the province as a whole. /The manager EHS at Provincial Level

The Facility Rollout Plan on the other hand is addressing the detailed needs of individual Facilities during its rollout and is providing information on what can be expected on a day-by-day basis.

The Contractor shall develop a Provincial Rollout Plan for the Rollout Period inter alia containing the following:

- Programme for the Rollout Period, specifying for each Facility the dates for the start and completion of the Rollout;
- Details on number and types of Containers that is to be supplied to and deployed in each Facility;
- Type of mass recording system to be implemented and/or installed for each Facility;
- Details of container delivery and waste collection procedures, including data collection, recording and tracking system;
- Details of specific problems at Facilities and opportunities encountered during the planning of the Rollout Period together with proposed solutions;
- Development of site-specific back-up procedures and emergency plans for implementation inter alia in the event of vehicle or plant breakdowns or accidents;

In addition to the Provincial Rollout Plan, Facility Rollout Plans with more detailed information is to be developed for each of the respective Facilities.

The Provincial Rollout Plan shall be submitted to the Department's Representative not later than one month after the Bid Date. Implementation of the Rollout Plan shall be subject to/Approval by Manager EHS at provincial Level. Failure to submit the Provincial Rollout Plan before the date occurring one month after the Bid Date is considered to be a Service Failure.

11.4 Rollout at each Facility

The Contractor's obligations during Rollout at each Facility shall comprise:

- Liaising with Facility Manager, Waste Management Control Officer and or Infection Prevention and Control Practitioner to keep them informed of plans, programmes and progress throughout the Rollout Period;
- Supply of Disposable Containers in the facilities, as agreed in writing by the Facility Manager, Waste Management Control Officer or Infection Prevention and Control Practitioner;
- In co-operation with the Facility Manager or Waste Management Control Officer ensure that an appropriate Waste Collection Point is available. The Contractor shall where necessary, suggest any modifications or installations that may be required at the Waste Collection Points in order for the Contractor to fulfill its obligations;
- Submitting to the Facility Manager, with a copy to the Department's Representative, a programme for the collection of the Waste from the Facility. The programme shall specify the specific weekdays and approximate times on which Waste is to be collected;
- Supply and installation of scales where applicable;
- Implementation of waste recording and tracking systems;

11.5 Consultancy during the Rollout Period

The Contractor shall, as part of its responsibilities during the Rollout Period, perform the following Consultancy activities:

- Survey each Facility to determine quantities and types of Disposable Containers needed;
- Assist Facilities to determine appropriate internal collection routines for high and low risk areas;
- Advise Facilities on the use of intermediate and central storage areas, as well as any modifications or upgrading of such stores that may be required;
- Liaise with the Facilities regarding waste collection times and Disposable Container delivery times (if different) by the Contractor;
- Provide support with the introduction of weighing or measurement for Waste as well as data recording for billing and Waste tracking respectively;
- Advise on specifications for other equipment to be acquired by Facilities such as Personal Protective Equipment (PPE), brackets, baskets and additional liners;
- Advise Facilities on HCGW management matters in as far as it will impact on Waste management.

12 Handover of services

When the Bid Period is approaching its end, the Contractor shall liaise with the Department's Representative and the new contractor that will take over the Contractor's responsibilities, with the objective of ensuring a smooth and efficient transition of responsibilities to the new contractor.

The Handover Period is the last one (1) month of the Contract Period.

The Contractor shall during the Handover Period liaise with the Facilities and ensure that available stocks of Disposable Containers are no more than one month's normal consumption for each individual Facility.

The Contractor shall, not later than the first day of the Handover Period, submit the following to the new contractor:

- Lists with names and contact details of all Facility Manager for the respective Facilities in that particular District;
- Lists with details on all Waste Collection Points;
- Most recently updated Collection Plan;
- Details of route planning for the Contractor's Waste Vehicles;
- Statistics on average monthly consumption for each of the different Disposable Containers supplied to the respective Facilities.

13 Communications

13.1 Meetings

Weekly Project Meetings will be held between the Department's Representative and the Contractor during the Rollout period, where after the Contractor will report on monthly basis to the EHS: Sub directorate for the remainder of the Contract Period.

Should either party require any meetings in addition to the abovementioned meetings, such meeting shall be convened by giving, unless otherwise agreed, at least 1-week prior written notice to the other party. The Contractor shall at all meetings be represented by persons suitably qualified and authorised to make commitments and enter into agreements on behalf of the Contractor.

If the Contractor fails to attend or be appropriately represented at these meetings it shall constitute a Service Failure.

13.2 Reporting

The requirements for reporting to be fulfilled by the Contractor shall comprise of preparing and delivering to the Department's Representative:

- Copies of all reports required by the Necessary Consents;
- Annual Reports;
- Monthly Reports;
- Incident Reports;
- Waste Information Reporting.

13.2.1 Annual Report

An Annual Report, primarily consisting of a summary of the monthly reports, is to be prepared and delivered to the Department's Representative (in this case Manager: Environmental Health Services). The following is to be used as an outline of the issues to be addressed in annual reports, where it was not already included in the monthly reports.

The Contractor shall ensure that each Annual Report shall, at minimum, contain the following information:

Special events that have influence on the Contractor's obligations, i.e.

- Failures by the Department or other parties, e.g. late payments;
- The Contractor's Services Failures including the summary of Penalties imposed during the relevant year.

Organization:

- Key Personnel;
- Other staff;
- Subcontractors;
- Suppliers;
- Changes in organization.

Health and Safety:

- Summarised outcome of medical examinations undertaken on staff;

- Vaccination programme;
- Antiretroviral treatment programme;
- Accident report and measures taken to prevent a reoccurrence thereof;
- Supply and usage of Personal Protective Equipment (PPE);
- Compliance with South Africa's OHS Act.

Operational report:

- A record of the Disposable Containers delivered with information on type and numbers for each Facility;
- A record of the Waste collected with information about weight and volume for each Waste category collected from the various Facilities in the Province, as well as details on the destination of the Waste;
- Graphs indicating container supply trends on a monthly as well as an annual basis (based on all previous information generated under this Bid);
- Graphs indicating Waste generation trends on a monthly as well as annual basis (based on all previous information generated under this Bid);
- A record of the various Waste categories treated and Treatment Plants used with information about mass and volume for each type of Waste and destination of the Residues;
- Graphs indicating treatment trends on a monthly as well as an annual basis for each Waste Category (based to all previous information generated under this Bid);
- Waste generation rates per patient-day;
- Management of specialised waste streams, e.g. Pathological Waste,
- Overview of strengths and weaknesses in Disposable Container request and delivery system;
- Overview of strengths and weaknesses in waste collection and transport;
- The Contractor's Services Failures including a summary of Deductions imposed during the year under consideration;
- Operational failures by interfacing parties like subcontractors and suppliers;
- Operational failures by the Department, e.g. late payments;

Financial Report:

- A financial review of expenditure during the previous year broken down according to different Facilities;
- Price Adjustment Factors during the previous year;

Environmental Report:

- Documentation of compliance with the Regulations by means of verified documentation.

The annual report shall be submitted to the Department's Representative in final draft no later than 1 month after expiry of the previous calendar year. The first Annual Report shall cover the period from Commencement of Contract to the end of the financial year.

13.2.2 Monthly Report

The Contractor shall prepare and issue a Monthly Report, which shall be submitted electronically to the Department's Representative and in original by courier/mail to the same. In case of deviations between these two versions, the original submitted by courier/mail shall prevail.

In any event each Monthly Report shall inter alia include:

- A record of the Disposable Containers delivered with information about type and quantity for each Facility;
- A record of Containers delivered with information about type and quantity for each Facility;
- A record of the Waste collected with information on weight and volume for each category of Waste collected from the various Facilities, as well as the destination of such Waste;
- A financial review to include cash flow for each Facility;
- Advice on problems encountered specifically as they relate to the standards and quality of Services;
- Advice and directives required from the Department and/or the Department's Representative;
- A summary of incident reports submitted during the previous month, as well as the measures taken to rectify the situation and to prevent a reoccurrence of such incidents;
- Any health and safety matters;
- Any environmental matters.

13.2.3 Incident Report

Incident reports shall be issued by the Contractor to the Department's Representative in the event of any emergency leading to accumulation of Waste at any Facility or Treatment Plant, other events that affect the obligations of the Contractor or the Department under this Bid, as well as health and safety related incidents.

The contents of incident reports cannot be foreseen at this stage but the purpose of each incident report shall be to keep the Department's Representative fully updated and informed of all activities and actions concerning the emergency. Incidents reports will further be used for immediate and detailed reporting on any accidents that impacted on the health and safety of people, as well as environmental situations that created a risk of pollution.

Incident reports shall be forwarded in electronic form to the Department's Representative by no later than noon the following day, with hard copies formally submitted within 7 days thereafter.

If the Contractor fails to report on all the activities mentioned under this Section, it shall constitute a Service Failure

13.3 Inspections

The Contractor shall at all times provide the Department's Representative and or Facility Manager or Waste Management Control Officer, with adequate and prompt assistance in the execution of their duties of monitoring and inspecting the Service delivery. To this end experienced personnel shall be available on request to assist the Department's Representative, Waste Management Control Officer and/or Infection

Prevention and Control Practitioner or Environmental Health Practitioner (EHP). The Contractor shall also provide the Department's Representative, Waste Management Control Officer or any Infection Prevention and Control Practitioner or District Environmental Health Practitioner, with safe access for inspection of any location or vehicle used by the Contractor to render the Services. The contractor shall make his/ her facility available for inspections executed by external and internal auditors or law enforcement agencies. ***If the Contractor fails to provide access for inspection of any location or vehicle used by the contractor to render the service it shall constitute a Service Failure.***

14 Back-up arrangements

Without prejudice to any other obligation or liability of the Contractor under this Contract, if at any time during the Contract the Contractor is prevented from processing Waste at the Treatment Plant due to the occurrence of an Unplanned Outage, then the Contractor must invoke the back-up arrangements in the period from the date of commencement of the Unplanned Outage until the date and time of cessation of such Unplanned Outage.

The back-up arrangements shall ensure that Waste is stored in a manner avoiding odour problems as well as health and safety hazards and in accordance with the Necessary Consents, by:

1. Using cold storage facilities that are suitable for the storage of Waste, with the purpose of storing the Waste until the cessation of the Unplanned Outage, or by;
2. Using an alternative treatment facility until the cessation of the Unplanned Outage.

An Unplanned Outage with a duration exceeding 1 week will be considered to be a Service Failure. An Unplanned Outage occurring less than 3 months after the previous Unplanned Outage shall constitute a Service Failure regardless of the duration of such Unplanned Outage.

The Contractor shall further prevent a backlog in the supply and delivery of Disposable Containers, as well as prevent a build-up of Waste at any of the Facilities, due to unforeseen breakage of Waste collection vehicles, by:

1. Ensuring access to and securing the use of additional Waste collection vehicles that are in compliance with these Specifications;
2. Increasing the container delivery and Waste collection shifts to the extent that all deliveries and collection is in accordance with the approved schedule, provided that this arrangement is conveyed to and agreed by the Facilities to ensure the availability of staff at the Facilities for the verification of containers delivered and Waste collected.
3. Contractor shall have a backup supplier for HCRW consumables.

The availability of back-up Waste vehicles during routine maintenance of the Waste Collection fleet would not be considered justification by the Contractor for requesting increased Waste collection shifts from the Facilities.

Labour unrest or strikes shall not be considered to be reason for any shortage in the delivery of disposable containers, or any build-up of Waste at the Facilities, or alternatively any backlog in the treatment of Waste at the Treatment Facility.

15 Health and Safety

The Contractor is to familiarize itself and comply with all safety regulations and statutes governing HRCW management activities. The safety of the Contractor's personnel, its subcontractor's personnel, as well as members of the public affected by the execution of the Services, shall be the sole responsibility of the Contractor.

The Contractor is to submit copies of its operational health and safety plan that shall be designed to ensure the health and safety of any persons involved in or affected by the management of Waste. The Contractor will be liable for any damage to property or injury to the Contractor's personnel, It is the subcontractor's personnel, personnel from other contractors, members of the public, resulting from any activities related to the collection and removal of Waste from Facilities by the Contractor. General compliance with the stipulations of the Occupational Health and Safety Act and Regulations (Act 85 of 1993), and in particular with Section 37 (2), will be required throughout the Bid Period.

The Contractor shall in its Health and Safety Plan describe the vaccination programme that is implemented for all workers, as well as the antiretroviral treatment that will be available to workers in the event of needle prick injuries. Daily records of the Contractor's, as well as subcontractor's, employees Waste handling operations should be kept and all occupational health and safety incidents that may have been experienced during the day is to be reported, particularly with respect to any needle prick injuries or other abrasions of the skin. No untrained persons shall be allowed to carry out any work under this Contract.

16 Payment for Services and Supplies

In consideration of the Contractor providing the Services in accordance with the terms of this Contract the Department shall, throughout the Contract Period, pay the Contractor in accordance with the **per Kilogram Pricing Structure (Collection [includes containers and scales] Transport, Treatment and Disposal of Waste)**.

16.1 Penalties

If a Service Failure occurs, a penalty equal to the amount set out opposite such Service Failure in the following table will be deducted from the relevant Monthly Waste Collection Payment, in respect of each such Service Failure when calculating the Monthly Waste Collection Payment:

Service Failure	Penalties
(a) The Contractor fails to supply a Facility with Disposable Containers that are compliant with the Technical Specification, within 72 hours of the Contractor receiving a request for such Disposable Containers.	To be determined in consultation with the Contract Management Office
(b) The Contractor fails to supply a Facility with sufficient Disposable Containers, within 24 hours of the Facility or District having notified in writing the Contractor of a shortage of such Containers.	
(c) The Contractor supplies a Facility with a Disposable Container that is not in compliance with the Specifications for such Containers.	

(d) The Contractor provide facilities with Standardized order/delivery form which all containers delivery sheets shall be triplicate carbonized copies or similar approved
(e) The Contractor shall ensure that no Waste is left unattended between the time when it is removed from the Waste Collection Point and the time when it is delivered to the Treatment Plant.
(f) The Contractor shall at all times ensure that the Department's Representative as well as the respective Facilities are provided with the latest version of the Collection Programme.
(g) The Contractor fails to <u>immediately</u> remove a spillage at a Waste Collection or loading Point.
(h) The Contractor fails to remove Waste from the Waste Collection Point within the maximum allowable storage time of that waste being placed at the Waste Collection Point, or exceeding the frequency allowed for that particular Facility.
(i) No Waste must be collected from the facility without being weighed.
(j) The contractor shall submit the destruction or safe disposal certificate before the end of the calendar month in which the Waste was treated.
(k) The Contractor shall, when transporting Containers in the same vehicle, ensure that cleaned Containers do not become contaminated through contact with filled Containers if this not applicable then separate vehicles shall be used for the distribution of clean container/equipment and the collection of HCRW from the health care facilities.
(l) The Contractor shall ensure Waste is stored according to the Waste Management License in terms of the section 49(a) of the National Environmental Management Waste Act 59 of 2008 from the time when it is delivered to the Treatment Plant.
(m) The Contractor fails to immediately remove a spillage that occurred during transportation of Waste
(n) Failure to provide standardized order form different from waste manifest document in triplicate carbonized copies or similar approved such shall constitute service failure.
(o). The duration of an Unplanned Outage exceeds 2 weeks, or such Unplanned Outage is occurring more than once in every 3 months.
(p). Fail to provide the vehicle with mobile scale will constitute a Service Failure
(q) The Contractor fails to submit the District Rollout Plan to the Department's Representative before the date occurring one month after the Contract Date, at least addressing the issues listed in the Specification.
(r) The Contractor fails to achieve a full implementation of the new Waste Management System by the Roll Out Completion Date.
(s). The Contractor fails to attend or be appropriately represented at a project meetings.

(t). Failure to declare trans boundary collection of waste shall constitute as service failure.
(u). Failure to submit the destruction or safe disposal certificate before the end of the calendar month in which the Waste was treated shall constitute service failure.
(v). Failure to meet treatment efficiencies as prescribed.
(w) Failure to submit treatment validation records.
(x) Failure to comply or report any deviations from the operational requirements as stipulated by the licensing authority.

Penalties for Service Failures will be investigated by the Waste Management Control Officer, Infection Prevention and Control Practitioner and District Environmental Health Practitioner of the Facility affected by the Service Failure. Where the Contractor believes that the Service Failure for which he / she is penalized as a result of circumstances or conditions beyond his or her control, a written submission can be made to the contract management office. Contract management office having investigated the matter, the contract management office will make a ruling on the matter as to whether the penalty will be upheld, or whether it is to be waived. Should the Contractor not be satisfied with the ruling of the contract management, the Contractor has the right to take further action for dispute resolution as allowed for in the General Conditions of Bid and Order.

Annexure 1

SPECIFICATION FOR DISPOSABLE CONTAINERS

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

A1.1.1 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) Type A: 1-4 Litres Sharps container,
 - b) Type B: 5-8 litres sharps container;
 - c) Type C : 9-15 litres sharps container ;
 - d) Type D : 16-25 litres sharps container;
 - e) Type E: Tall slim sharps container with a minimum height of 600 mm and capacity of between 5 litres and 10 litres for long sharps (1000mm),
 - f) A minimum of one Sharps Container of type B or type C must be of the horizontal loading type,
 - g) The containers should be in line with the SANS 452: 2008, Non-reusable and reusable sharps containers (as amended).

A1.1.2 Material to be used in manufacturing of Sharps Containers and mounting Brackets:

- a) Sharps Containers must be manufactured from polypropylene (PP) or alternatively polyethylene (PE);
- b) The material shall be puncture resistant
- c) Ink colours and dies must be free of heavy metals;
- d) Sharps Container Brackets for wall or nursing trolley mounting of containers are to be manufactured from mild steel and stainless steel respectively.
- e) Sharps Container Brackets are to be powder coated or galvanized when manufactured from mild steel. No coating is required for stainless steel Brackets.

A1.1.3 Sharps Container design requirements:

- a) Sharps Containers shall be rigid, puncture resistant, leak resistant, tamper proof and clearly marked as described below;
- b) The required colour coding for Sharps Containers is yellow in accordance with SANS 10248.
- c) 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;
- d) Sharps Containers shall be designed to allow for disposal of needle and syringe as one unit;
- e) 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;
- f) Sharps Containers shall be designed to avoid overfilling and protruding sharps;
- g) Sharps Containers shall in their dimensions facilitate best possible usage of the available volume, i.e., rectangular plan cross section for parallel packed placing of syringes and other sharps are preferred to circular or oval plan cross sections;

- h) Sharps Containers shall allow for nesting in the unassembled state for effective transport and storage of empty containers;
- i) Sharps 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;
- j) Sharps Containers shall allow for easy and safe assembling (e.g. fitting the lid part onto the container part of the Sharps Containers);
- k) The (a) lid and (b) opening closure of a Sharps Container shall ensure that the lid and opening closure cannot be released after installation and sealing respectively through the introduction of a non-reversible sealing design;
- l) Types D and E Sharps Containers shall be equipped with a foldaway handle for safe handling and transport of containers;
- m) 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, with the exception of the Type E containers for which this requirement will only apply when standing in a static state;
- n) Sharps Containers shall be designed to reduce the risk of spillage of contents in the event of tipping or dropping of Sharps Containers, preferable by an automatic obstruction of the aperture when not in the upright position.

A1.1.4 Sharp container markings:

- a) A label shall be so located on the Sharps Containers as to be clearly visible when stacked with other packaging;
- b) 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;
- c) 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;
- d) The background of the label shall be of the color that contrasts with the surface area immediately surrounding the label;
- e) All text shall as a minimum be in the English language and preferably in one or more of the other official South African languages;
- f) 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;
- g) The sizes of hazard labelling shall be as specified in SANS 10248:

Net volume of containers (litres)	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

A1.1.5 Sharps Container mounting Brackets:

Note: The Sharps Container mounting Bracket designs are illustrated in Figure 2 of this Annexure. Although Bidders are invited to propose any alternative design, the aforesaid are indicative of the type of Brackets that will be required.

1. Sharp containers Type B, C and E should be compatible with wall mounting Brackets (Fig. A 1.1), with Type B also being compatible with Brackets that can effectively be hanged or clipped onto nursing trolleys (Fig. A 1.2) to ensure safe positioning of containers during use.
2. Brackets must as a minimum comply with the following specifications:
 - 2.1. Brackets must be strong and robust and have a serviceable life of at least 5-years under normal working conditions. Any Brackets that are not fully functional for the aforesaid service life are to be replaced by the contractor at any time during the contract period without any additional compensation;
 - 2.2. Brackets shall be grey or off-white coloured and shall be powder coated;
 - 2.3. Brackets shall be smooth at all surfaces and free from cutting splinters, welding residues etc. that may cause abrasions to the hand or similar;
 - 2.4. Brackets shall be easy to clean with no exposed areas being unreachable during usual cleaning operations.

A1.1.6 Quality control requirements:

Sharps Containers shall be able to pass a drop test in accordance with United Nations Recommendations on the Transport of Dangerous Goods, Chapter 6 with particular reference to paragraphs 6.1.5.3 to 6.1.5.6. The Contractor shall submit with the bid documents a report on the said drop test, carried out by an independent institution like the CSIR, SABS or University.

A1.2: Specican Containers

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

The risk of physical infection from blood and Pathological Waste generated in hospitals and clinics is high, resulting in a need for Specican 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 Waste previously disposed off.

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

A1.2.1 Range of Specican Containers required:

The following generic types of Specican Containers must, as a minimum form part of the supply made available for ordering by the health care institutions:

- a) Type F1: 1-8 Litres Speci-Can Container,

- b) Type F2: 9-15 litres Speci-Can Container;
- c) Type G: 16-25 litres Speci-Can Container;
- d) Type H: 40-70 litres sealable isolation ward container suitable for all waste from isolation wards as well as certain amputations. Type H containers must have an opening of at least 800 cm² and no side of the aperture may be less than 250 mm should the opening be rectangular/polygonal;
- e) Type I: 80-100 litres, 650 mm tall, 350 x 400 mm diameter that is suitable for limbs.

A1.2.2 Material to be used in manufacturing of Specican Containers and mounting Brackets:

- a) Specican Containers must be manufactured from high-density polyethylene (HDPE), thus being able to withstand temperatures as low as -5°C for cold storage of pathological waste;
- b) The material shall be puncture resistant in accordance with the SANS Code 0248;
- c) Printing colours and dies must be free of heavy metals;
- d) All Specican Container Brackets for wall mounting of containers are to be manufactured from mild steel and stainless steel respectively.
- e) Specican Container Brackets are to be powder coated or galvanised when manufactured from mild steel. No coating is required for stainless steel Brackets.

A1.2.3 Specican Container design requirements:

- a) Specican Containers shall be rigid, leak resistant, puncture resistant, tamper proof and clearly marked as described below;
- b) Specican Containers shall be designed to reduce the risk of spillage and ensure that any moisture or liquid is safely contained;
- c) Specican Containers with lids shall be designed so that it has a two-staged closure, with the first stage preventing the emission of odours, but still allowing the Specican Container to be opened. Once the lid is however firmly closed by means of a non-reversible sealing design in the second stage, it should not be possible to be reopened;
- d) Specican Containers must allow for the use of a seal that could also be used for identification, whilst providing evidence of tampering/opening;
- e) The required colour coding for Specican Containers is red, with white lids when used for pathological waste;
- f) The Specican Containers Type F and G shall in their dimensions facilitate best possible usage of the available volume, i.e., rectangular plan cross section are preferred to circular or oval plan cross sections;
- g) Specican Containers shall allow for nesting in the unassembled state for effective transport and storage of empty containers;
- h) Specican 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;
- i) Specican Containers shall allow for easy and safe assembling (e.g. fitting the lid part onto the container part of the Specican Containers);
- j) Types F, G, H and I Specican Containers shall be equipped with a handle for safe lifting and transport of containers;

- k) The empty as well as full mechanical stability of the Specican Containers, when standing and while being moved or transported shall be ensured;
- l) Specican Containers shall be designed to reduce the risk of spillage of contents in the event of tipping or dropping.

A1.2.4 Specican Container markings:

- a) A label shall be so located on the Specican Containers as to be clearly visible when stacked with other packaging
- b) Specican Containers shall include suitable warning signage, the international biohazards symbol as detailed in SANS 0248, together with the text "Biohazardous Waste for Destruction" or similar text in clear readable letters;
- c) 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;
- d) The background of the label shall be of the colour that contrasts with the surface area immediately surrounding the label;
- e) All text shall as a minimum be in the English language and preferably in one or more of the other official South African languages;
- f) The sizes of hazard labelling shall be as specified in SANS 0248:

Net volume of containers (litres)	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

A1.2.5 Specican Container mounting Brackets:

Note: The Specican Container mounting Bracket designs as illustrated in Figure 2 of this Annexure. Although Bidders are invited to propose any alternative design, the aforesaid are indicative of the type of Brackets that will be required.

1. Specican Container Type F should be compatible with wall mounting Brackets to ensure safe positioning of containers during use.
2. Brackets must as a minimum comply with the following specifications:
 - a) Brackets must be strong and robust and have a serviceable life of at least 5-years under normal working conditions. Any Brackets that are not fully functional for the aforesaid service life are to be replaced by the contractor at any time during the contract period without any additional compensation;
 - b) Brackets shall be grey or off-white coloured and shall be powder coated, or similar smooth and easy to clean surface that is durable;
 - c) Brackets shall be smooth at all surfaces and free from cutting splinters, welding residues etc. that may cause abrasions to the hand or similar;
 - d) Brackets shall be easy to clean with no exposed areas being unreachable during usual cleaning operations;



- e) Wall plates for all Disposable Container brackets and baskets shall be of uniform design with a standard screw pattern that would allow for the interchange of brackets or baskets without the need for any modification to the drilled holes or wall plugs.

A1.2.6 Quality control requirements:

1. Specican Containers shall be able to pass a drop test in accordance with United Nations Recommendations on the Transport of Dangerous Goods, Chapter 6 with particular reference to paragraphs 6.1.5.3 to 6.1.5.6. The Contractor shall verify this by submitting to the Department's Representative a report from the said drop test, carried out by an independent institution like the CSIR, SABS or University.

Container Type.	Sharps Container.	Sharps Container.	Sharps Container.	Sharps Container.	Tall Sharps Container.	Specican.	Specican.	Specican.	Limb Specican.
Container Category	A	B	C	D	E	F	G	H	I
Capacity (litre)	1-4	5-8	9-15	16-25	5-10 litres. 600 mm tall.	8-15	16-25	40-70	80-100 litres. Approx. 650 mm tall, 350 x 400 mm in plan.
Minimum volume increase (litre)		3	4	7		7	15		
Material allowed for container	Polypropylene or polyethylene	Polypropylene or polyethylene	Polypropylene or polyethylene	Polypropylene or polyethylene	Polypropylene or polyethylene	High density polyethylene	High density polyethylene	High density polyethylene	High density polyethylene
Handle required.	-	-	Yes	Yes	-	Yes	Yes	Yes	Yes
Allowable material for handle.	-	-	Polypropylene or polyethylene	Polypropylene or polyethylene	-	High density polyethylene	High density polyethylene	High density polyethylene	High density polyethylene
Wall Bracket required.	-	Yes	Yes	-	-	Yes	-	-	-
Nursing trolley Bracket req.	-	Yes	-	-	-	-	-	-	-

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Wall/trolley Bracket material.	-	Mild / stainless Steel	Mild / stainless Steel	-	-	Mild / stainless Steel	-	-	-
Wall Bracket coating.	-	Powder coated / galvanis e	Powder coated / galvanis e	-	-	Powder coated / galvanis e	-	-	-
Container colour.	Yellow	Yellow	Yellow	Yellow	Yellow	Red	Red	Red	Red
Constituents <u>not</u> allowed in dye.	No heavy metals	No heavy metals	No heavy metals	No heavy metals	No heavy metals	No heavy metals	No heavy metals	No heavy metals	No heavy metals
Printing Colour.	Red	Red	Red	Red	Red	Red	Red	Red	Red
Constituents <u>not</u> allowed in ink / paint.	No heavy metals	No heavy metals	No heavy metals	No heavy metals	No heavy metals	No heavy metals	No heavy metals	No heavy metals	No heavy metals

A1.3: Liners

Due to the different rates at which Waste is generated as well as the particular requirements for different liner applications, there is a need for a range of liners as well as Baskets and Freestanding Racks to be made available to Facilities, leaving it up to the Facilities to make a decision on the type of liners, Baskets and Freestanding Racks that would best meet their particular needs. It is further required that liners, Baskets and Freestanding Racks for both HCRW as well as HCGW be made available under this contract, although the Contractor would not under this contract have exclusive right for the supply of HCGW liners as well as Baskets and Freestanding Racks.

All plastic liners shall be packed and delivered in batches of 20 to allow for easy handling and internal distribution within Facilities.

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:

A1.3.1 Range of liners required:

Waste Liners (Red):

- a) Type J1: 12-30 litres @ 40 micron thickness;
- b) Type K1: 31-90 litres @ 60 micron thickness;
- c) Type L1: 91-140 litres @ 80 micron thickness.
- d) Type M1: 2.5 litres @ 40 micron thickness;
- e) Mattresses liners of 650 litres @ 60 micron thickness
- f) All red liners should be in line with SANS 10248-1 (as amended).

A1.3.2 Material to be used in manufacturing of liners

1. Liners are to be manufactured from Polyethylene (PE);

2. Liners shall not contain in excess of 15% recycled PE to ensure that strength and resistance to tearing is acceptable;
3. Dies must not contain heavy metals;
4. All Plastic Liner Baskets and Freestanding Racks are to be manufactured from mild steel and stainless steel respectively.
5. Plastic Liner Baskets and Freestanding Racks are to be powder coated or galvanised when manufactured from mild steel. No coating is required for stainless steel Baskets or Freestanding Racks.

The following type of ties for plastic liners shall be supplied:

Non-PVC plastic ties, Non-PVC plastic sealing tags of the self-locking type or heat sealers purpose made for HCRW.

A1.3.3 Plastic liner design requirements:

1. Liners for HCRW must be red;
2. Liners for HCGW must be Transparent;
3. All seams for liners of a thickness 40 micron must be single welded, whereas all liners with a thickness of more than 40 microns shall be double welded;
4. All liners are to be supplied with appropriate ties.

A1.3.4 Plastic liner markings:

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

A1.3.5 Liner mounting Baskets and Freestanding Racks:

Note: The plastic liner mounting Basket and Freestanding Rack designs as illustrated in Figures 3, 4 and 5 of this Annexure. Although Bidders are invited to propose any alternative design, the aforesaid are indicative of the type of Baskets and Freestanding Racks that will be required.

1. Liners Type K1 and K2 should be compatible with wall mounting Baskets as well as Freestanding Racks, whilst liners type K1 should also be compatible with Baskets that can be hanged or clipped onto nursing trolleys to ensure safe positioning of liners during use.
2. Baskets and Freestanding Racks must as a minimum comply with the following specifications:
 - a) Baskets and Freestanding Racks must be strong and robust and have a serviceable life of at least 5-years under normal working conditions. Any Baskets and Freestanding Racks that are not fully functional for the aforesaid service life are to be replaced by the contractor at any time during the contract period without any additional compensation;
 - b) Brackets shall be grey or off-white coloured and shall be powder coated;
 - c) Baskets and Freestanding Racks shall be smooth at all surfaces and free from cutting splinters, welding residues etc. that may cause abrasions to the hand or similar;

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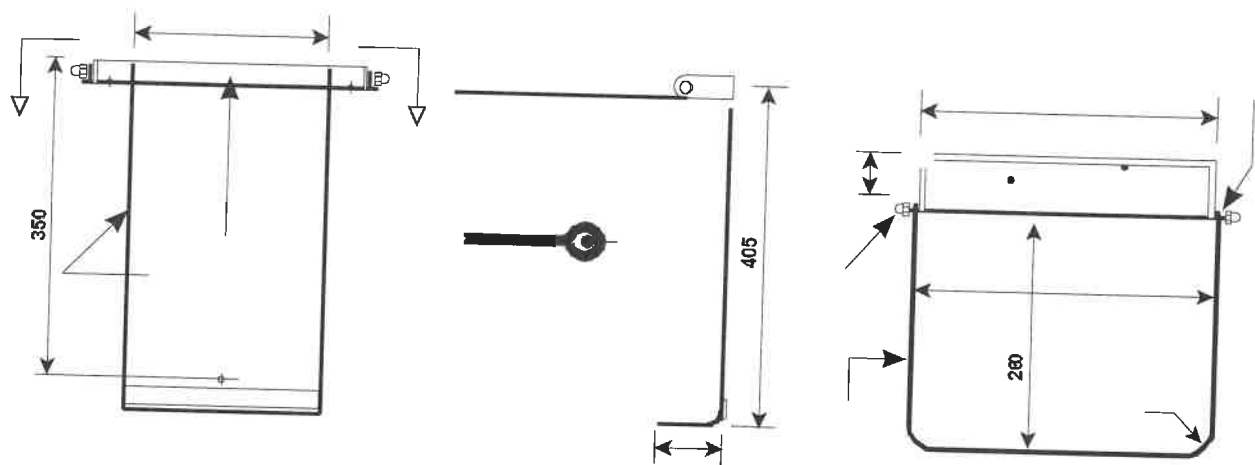
- d) Baskets and Freestanding Racks shall be easy to clean with no exposed areas being unreachable during usual cleaning operations.
- e) Freestanding Rack of stainless steel shall be equipped with 4 wheels, one of which must have a break. The overall height of the stainless steel Freestanding Racks shall not exceed 800 mm, which is to include the height of the wheels.
- f) Facilities should have the choice between mild steel Freestanding Racks without wheels, or alternatively mild steel Freestanding Racks equipped with 4 wheels, of which one is to have a brake. The overall height of the Freestanding Racks shall in all instances not exceed the overall dimensions indicated in Figure 5.
- g) Due to the slow rate at which liners are filled in some of the smaller Facilities, bidders are during the design of baskets and freestanding racks to consider the possibility of providing some form of a closure mechanism that would reduce the emission of odours, provided that this would not increase the risk of contamination of baskets and racks to the extent that it would require frequent disinfection of fixed items. Where baskets and racks are offered that include some form of a closing mechanism at prices exceeding that of the open baskets or racks, such items are to be submitted as an alternative tender.
- h) Wall plates for all Disposable Container brackets and baskets shall be of uniform design with a standard screw pattern that would allow for the interchange of brackets or baskets without the need for any modification to the drilled holes or wall plugs.

Container type.	Waste plastic liner.	Waste plastic liner.	Waste plastic liner.	HCGW plastic liner.	HCGW plastic liner.
Container type	J1	K1	L1	K2	L2
Capacity (litre)	12	30	85	30	85
Dimensions: Width x length	500 x 540	560 x 660	750 x 950	560 x 660	750 x 950
Liner thickness (µm)	40	60	80	60	40
Material allowed for liner.	Polypropylene/ polyethylene	Polypropylene/ polyethylene	Polypropylene/ polyethylene	Polypropylene/ polyethylene	Polypropylene/ polyethylene
Min / max % recyclable material.	0/10	0/10	0/10	0/10	0/10
Wall Basket required.	-	Yes	-	Yes	-
Nursing trolley Basket required	-	Yes	-	-	-
Freestanding Rack required	-	-	Yes	-	Yes
Wall/trolley Basket or Freestanding Rack material.	-	Mild / stainless steel	-	Mild / stainless steel	-
Wall/trolley Basket or Freestanding Rack coating.	-	Powder coated / galvanised.	-	Powder coated / galvanised.	-

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Liner colour.	Red	Red	Red	Transparent	Transparent
Constituents <u>not</u> allowed in dye.	No heavy metals	No heavy metals	No heavy metals	No heavy metals	No heavy metals

Figure 1.



SHARPS CONTAINER BRACKET FOR NURSING TROLLEY

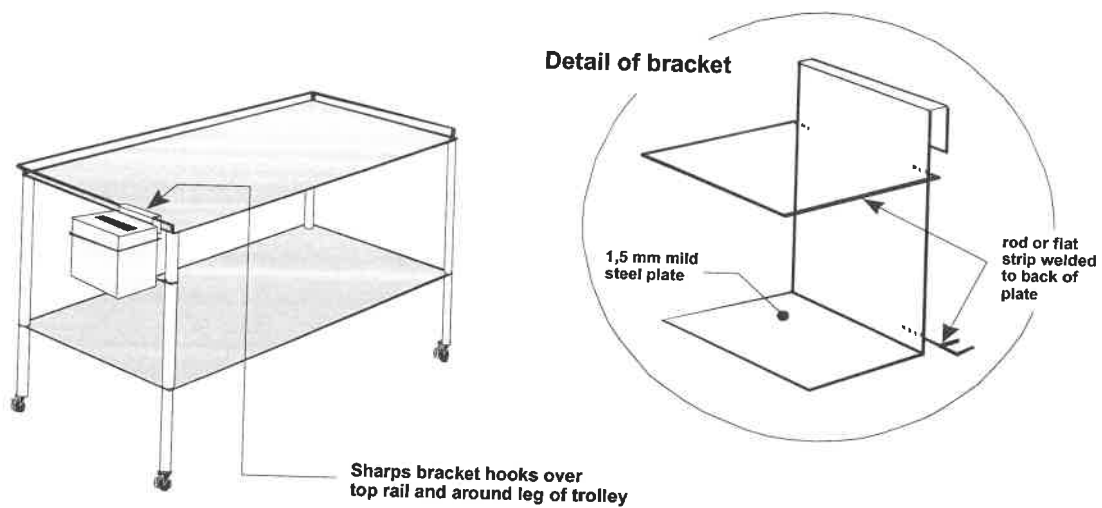


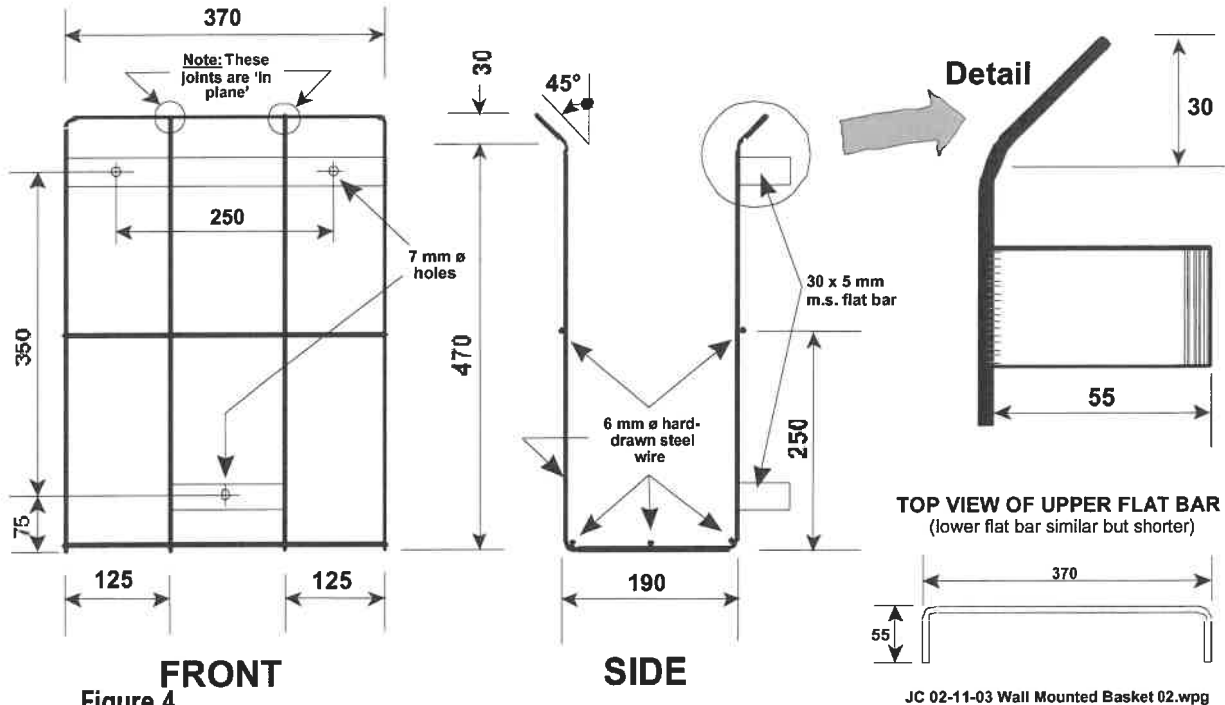
Figure 3.

WALL- MOUNTED BASKET FOR HCRW BAG

All dimensions in millimetres

Note:

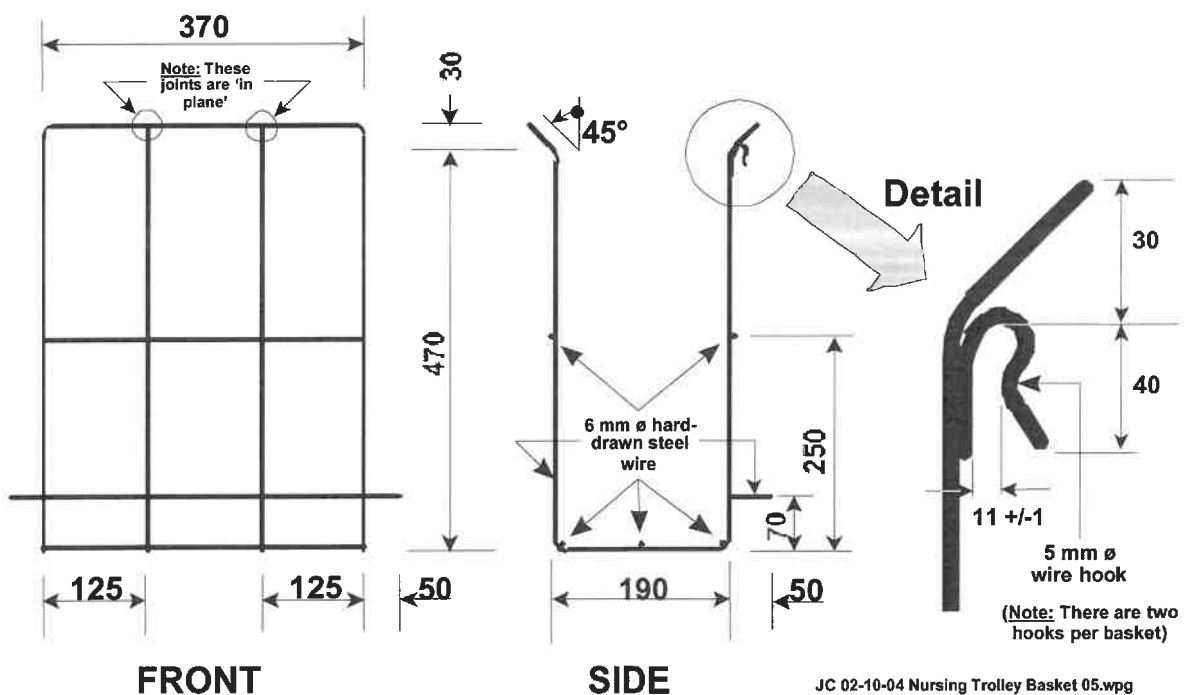
1. Dimensional tolerances ± 3 mm, except where otherwise indicated
2. Bend radii (wire & flat bar): $15 \text{ mm} < r > 5 \text{ mm}$



NURSING-TROLLEY BASKET FOR HCRW BAG

All dimensions in millimetres

Note: Dimensional tolerances ± 3 mm, except where otherwise indicated

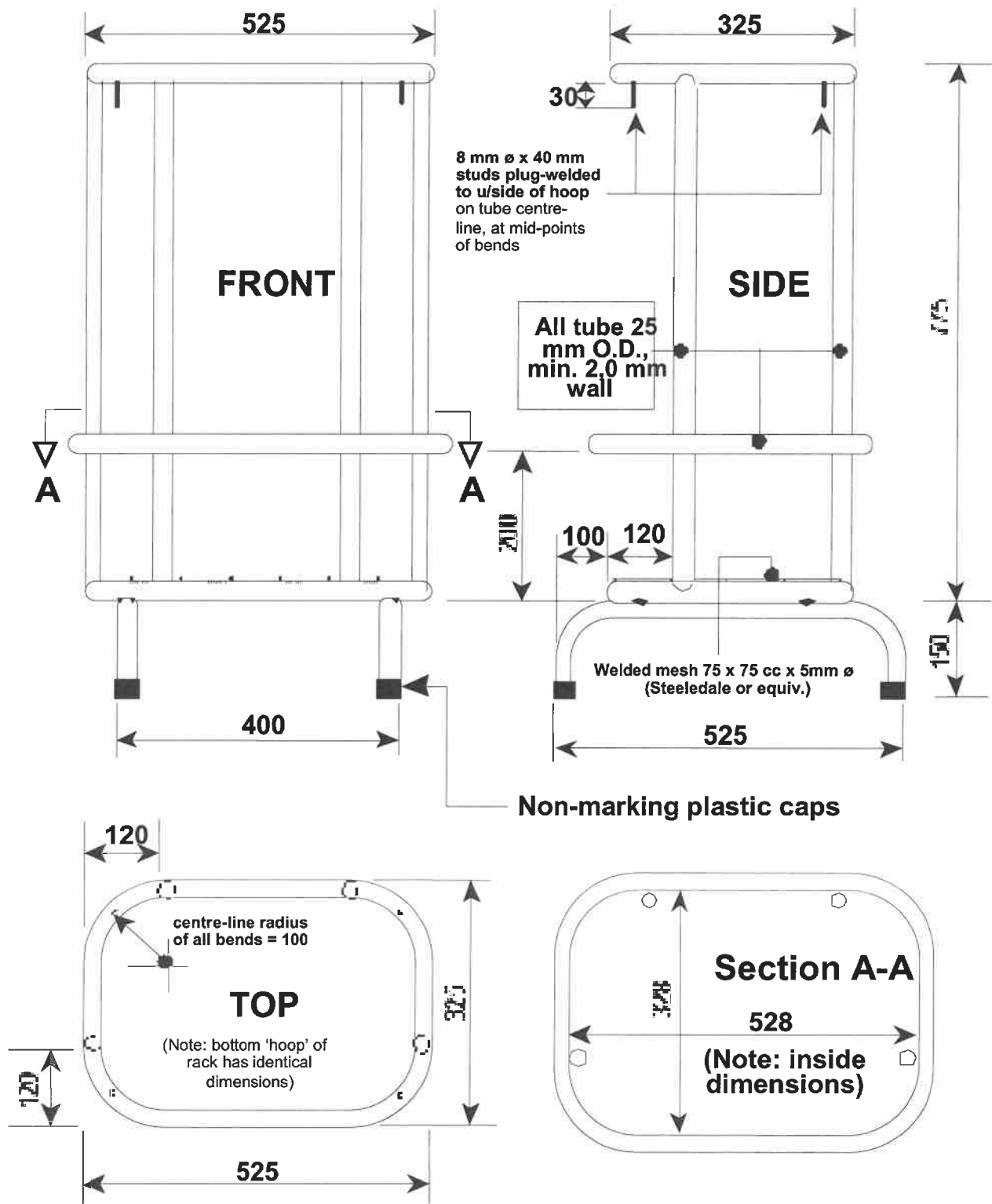


FREE-STANDING RACK FOR HCRW BAG

Figure 5.

All dimensions in millimetres

Note: Dimensional tolerances ± 3 mm



Annexure 2

LIST OF FACILITIES

A5.1 List of Facilities: MANGAUNG METRO

LIST OF CLINICS AND COMMUNITY HEALTH CENTRES

Sub-district	Facility	Org Unit Type
fs Bloemfontein Health sub-District	fs Bainsvlei Clinic	Clinic
fs Bloemfontein Health sub-District	fs Batho Clinic	Clinic
fs Bloemfontein Health sub-District	fs Bayswater Clinic	Clinic
fs Bloemfontein Health sub-District	fs Bloemspruit Clinic	Clinic
fs Bloemfontein Health sub-District	fs Fauna Clinic	Clinic
fs Bloemfontein Health sub-District	fs Fichardtpark Clinic	Clinic
fs Bloemfontein Health sub-District	fs Freedom Square Clinic	Clinic
fs Bloemfontein Health sub-District	fs Gabriel Dichabe Clinic	Clinic
fs Bloemfontein Health sub-District	Fs Occupational Health Bophelo House Clinic	
fs Bloemfontein Health sub-District	fs Heidedal CHC	Community Health Centre
fs Bloemfontein Health sub-District	fs Ikgomotseng Clinic	Clinic
fs Bloemfontein Health sub-District	fs Kagisanong Clinic	Clinic
fs Bloemfontein Health sub-District	fs Langenhovenpark Clinic	Clinic
fs Bloemfontein Health sub-District	fs Lourierpark Clinic	Clinic
fs Bloemfontein Health sub-District	fs Mmabana Clinic	Clinic
fs Bloemfontein Health sub-District	fs MUCPP CHC	Community Health Centre
fs Bloemfontein Health sub-District	fs National District Hospital Gateway Clinic	Clinic
fs Bloemfontein Health sub-District	fs Opkoms Clinic	Clinic
fs Bloemfontein Health sub-District	fs Thusong Clinic	Clinic
fs Bloemfontein Health sub-District	fs Westdene Clinic	Clinic
fs Botshabelo Health sub-District	fs Bophelong (Botshabelo) Clinic	Clinic
fs Botshabelo Health sub-District	fs Botshabelo Industrial Clinic	Clinic
fs Botshabelo Health sub-District	fs Daniel Ngatane Clinic	Clinic
fs Botshabelo Health sub-District	fs Dr Pedro Memorial Clinic	Clinic
fs Botshabelo Health sub-District	fs Harry Gwala (Botshabelo) Clinic	Clinic
fs Botshabelo Health sub-District	fs Itumeleng (Botshabelo) Clinic	Clinic
fs Botshabelo Health sub-District	fs Jazzman Mokhothu Clinic	Clinic
fs Botshabelo Health sub-District	fs Maletsatsi Mabaso Clinic	Clinic
fs Botshabelo Health sub-District	fs Molefi Tau Clinic	Clinic
fs Botshabelo Health sub-District	fs Potlako Motlohi Clinic	Clinic
fs Botshabelo Health sub-District	fs Pule Sefatsa Clinic	Clinic
fs Botshabelo Health sub-District	fs TS Mahloko Clinic	Clinic

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fs Botshabelo Health sub-District	fs Winnie Mandela (Botshabelo) Clinic	Clinic
fs Naledi Health sub-District	fs Dewetsdorp One Stop Clinic	Clinic
fs Naledi Health sub-District	fs Lebohang Clinic	Clinic
fs Naledi Health sub-District	fs Vanstadensrus Clinic	Clinic
fs Thaba N'chu Health sub-District	fs Dinaane Clinic	Clinic
fs Thaba N'chu Health sub-District	fs Gaongalelwe Clinic	Clinic
fs Thaba N'chu Health sub-District	fs Kgalala Clinic	Clinic
fs Thaba N'chu Health sub-District	fs Klipfontein Clinic	Clinic
fs Thaba N'chu Health sub-District	fs Mafane Clinic	Clinic
fs Thaba N'chu Health sub-District	fs Mokwena Clinic	Clinic
fs Thaba N'chu Health sub-District	fs Phetogo Clinic	Clinic
fs Thaba N'chu Health sub-District	fs Seadimo Clinic	Clinic
fs Thaba N'chu Health sub-District	fs Sediba Clinic	Clinic
fs Thaba N'chu Health sub-District	fs Thaba Nchu Clinic	Clinic
fs Thaba N'chu Health sub-District	fs Tiger River Clinic	Clinic
fs Thaba N'chu Health sub-District	fs Tweefontein Clinic	Clinic
Total no of clinics	47	
Total no of CHC's	2	

List of Hospitals	
Hospital	Classification
Botshabelo	District Hospital
Moroka	District Hospital
National	District Hospital
Pelonomi/ Netcare	Regional Hospital
Universitas/ Netcare	Tertiary Hospital
Psychiatric Complex	Regional Hospital
Botshabelo	District Hospital

Provincial Mortuaries	
Bloemfontein	

Provincial Laundries: Bloemfontein	
Regional Laundry	Psychiatric Laundry

Medical Depot: Bloemfontein	
Bloemfontein	

Provincial EMS	
Bloemfontein	
Wepener	
Thaba Nchu	
Botshabelo	

Bloemfontein Quarantine Facility	
Phillip Sandas	

A5.2 List of Facilities: XHARIEP

List of Clinics and Community Health Centres

Sub-district	Facility	Org Unit Type
fs Kopanong Local Municipality	fs Fauresmith Clinic	Clinic
fs Kopanong Local Municipality	fs Flora Clinic	Clinic
fs Kopanong Local Municipality	fs Itumeleng (Jagersfontein) Clinic	Clinic
fs Kopanong Local Municipality	fs Lephoi Clinic	Clinic
fs Kopanong Local Municipality	fs Mamello Clinic	Clinic
fs Kopanong Local Municipality	fs Nelson Mandela Clinic	Clinic
fs Kopanong Local Municipality	fs Phekolong (Reddersburg) Clinic	Clinic
fs Kopanong Local Municipality	fs Philippolis Clinic	Clinic
fs Kopanong Local Municipality	fs Sehularo Tau Clinic	Clinic
fs Letsemeng Local Municipality	fs Bophelong (Petrusburg) CHC	Community Health Centre
fs Letsemeng Local Municipality	fs Ethembeni Clinic	Clinic
fs Letsemeng Local Municipality	fs Jacobsdal Clinic	Clinic
fs Letsemeng Local Municipality	fs Luckhoff Clinic	Clinic
fs Letsemeng Local Municipality	fs Oppermansgronde Clinic	Clinic
fs Mohokare Local Municipality	fs Matlakeng Clinic	Clinic
fs Mohokare Local Municipality	fs Thembaletu Clinic	Clinic
fs Mohokare Local Municipality	fs Winnie Mandela (Rouxville) Clinic	Clinic
Total no of clinics	17	
Total no of CHC's	1	

List of Hospitals	
Hospital	Classification
Diamant	District Hospital
Albert Nzula	District Hospital
Stoffel Coetzee	District Hospital
Embekweni	District Hospital

Xhariep Quarantine Facility	
Tussen die Riviere Nature Reserve –	Bethulie
Gariepdam Nature Resort –	Gariepdam

A5.3 List of Facilities: LEJWELEPUTSWA

List of Clinics and Community Health Facilities

Sub-district	Facility	Org Unit Type
fs Masilonyana Local Municipality	fs Kamohelo Clinic	Clinic
fs Masilonyana Local Municipality	fs Lusaka Clinic	Clinic
fs Masilonyana Local Municipality	fs Marantha Clinic	Clinic
fs Masilonyana Local Municipality	fs Masilo Clinic	Clinic
fs Masilonyana Local Municipality	fs Tshepong (Verkeerdevlei) Clinic	Clinic
fs Masilonyana Local Municipality	fs Vaal Rock Clinic	Clinic
fs Masilonyana Local Municipality	fs Winburg Clinic	Clinic
fs Matjhabeng Local Municipality	fs Allanridge Clinic	Clinic
fs Matjhabeng Local Municipality	fs AM Kruger Clinic	Clinic
fs Matjhabeng Local Municipality	fs Boithusong Clinic	Clinic
fs Matjhabeng Local Municipality	fs Bophelong (Allanridge) Clinic	Clinic
fs Matjhabeng Local Municipality	fs Bophelong (Odendaalsrus) Clinic	Clinic
fs Matjhabeng Local Municipality	fs Bophelong (Welkom) Clinic	Clinic
fs Matjhabeng Local Municipality	fs Bronville Clinic	Clinic
fs Matjhabeng Local Municipality	fs Geneva Clinic	Clinic
fs Matjhabeng Local Municipality	fs Hani Park Clinic	Clinic
fs Matjhabeng Local Municipality	fs Hennenman Clinic	Clinic
fs Matjhabeng Local Municipality	fs Hope CHC	Community Health Centre
fs Matjhabeng Local Municipality	fs Kgotsong (Welkom) Clinic	Clinic
fs Matjhabeng Local Municipality	fs Khotalong Clinic	Clinic
fs Matjhabeng Local Municipality	fs Leratong Clinic	Clinic
fs Matjhabeng Local Municipality	fs Matjhabeng Clinic	Clinic
fs Matjhabeng Local Municipality	fs Meloding Clinic	Clinic
fs Matjhabeng Local Municipality	fs Mmamahabane Clinic	Clinic
fs Matjhabeng Local Municipality	fs OR Tambo Clinic	Clinic
fs Matjhabeng Local Municipality	fs Phedisang Clinic	Clinic
fs Matjhabeng Local Municipality	fs Phomolong (Hennenman) Clinic	Clinic
fs Matjhabeng Local Municipality	fs Rearabetsoe (Virginia) Clinic	Clinic
fs Matjhabeng Local Municipality	fs Rheederspark Clinic	Clinic
fs Matjhabeng Local Municipality	fs Riebeeckstad Clinic	Clinic
fs Matjhabeng Local Municipality	fs Thabong Clinic	Clinic
fs Matjhabeng Local Municipality	fs Tshepong (Welkom) Clinic	Clinic
fs Matjhabeng Local Municipality	fs Virginia Clinic	Clinic
fs Matjhabeng Local Municipality	fs Welkom Clinic	Clinic
fs Nala Local Municipality	fs Albert Luthuli Memorial Clinic	Clinic
fs Nala Local Municipality	fs Bothaville Clinic	Clinic
fs Nala Local Municipality	fs K-Maile Clinic	Clinic
fs Nala Local Municipality	fs Kgotsong (Bothaville) Clinic	Clinic
fs Tokologo Local Municipality	fs Boshof Clinic	Clinic
fs Tokologo Local Municipality	fs Tshwaraganang (Dealesville) Clinic	Clinic

Technical Specification for Health Care Risk Waste Management Services in Free State

fs Tokologo Local Municipality	fs Tshwaraganang (Hertzogville) Clinic	Clinic
fs Tswelopele Local Municipality	fs DA Maleho Clinic	Clinic
fs Tswelopele Local Municipality	fs Hoopstad Clinic	Clinic
fs Tswelopele Local Municipality	fs Phahameng (Bultfontein) Clinic	Clinic
Total no of clinics	44	
Total no of CHC's	1	

List of Hospitals	
Hospital	Classification
Winburg	District
Mohau	District
Bongani	Regional
Thusanong	District
Katleho	District
Nala	District

Provincial Mortuaries	
Welkom	

Provincial EMS	
Welkom	
Theunissen	
Virginia	
Brandfort	
Lejweleputswa Quarantine Facility	
Willem Pretorius	Virginia

A5.4 List of Facilities: THABO MOFUTSANYANE

LIST OF CLINICS AND COMMUNITY HEALTH CENTRES

Sub-district	Facility	Org Unit Type
fs Dihlabeng Local Municipality	fs Bakenpark Clinic	Clinic
fs Dihlabeng Local Municipality	fs Bethlehem Clinic	Clinic
fs Dihlabeng Local Municipality	fs Bohlokong Clinic	Clinic
fs Dihlabeng Local Municipality	fs Fateng Tse Ntsho Clinic	Clinic
fs Dihlabeng Local Municipality	fs Itumeleng (Clarens) Clinic	Clinic
fs Dihlabeng Local Municipality	fs Mphohadi Clinic	Clinic
fs Dihlabeng Local Municipality	fs Paul Roux Clinic	Clinic
fs Dihlabeng Local Municipality	fs Reitumetse Clinic	Clinic
fs Dihlabeng Local Municipality	fs Relebohile (Rosendal) Clinic	Clinic
fs Maluti-a-Phofung Local Municipality	fs Blue Gum Bush Clinic	Clinic
fs Maluti-a-Phofung Local Municipality	fs Boiketlo Clinic	Clinic
fs Maluti-a-Phofung Local Municipality	fs Bolata Clinic	Clinic
fs Maluti-a-Phofung Local Municipality	fs Dinkweng Clinic	Clinic
fs Maluti-a-Phofung Local Municipality	fs Eva Mota Clinic	Clinic
fs Maluti-a-Phofung Local Municipality	fs Harrismith Clinic	Clinic
fs Maluti-a-Phofung Local Municipality	fs Intabazwe Clinic	Clinic
fs Maluti-a-Phofung Local Municipality	fs Khosatsana Masetjhaba Clinic	Clinic
fs Maluti-a-Phofung Local Municipality	fs Kopanong Clinic	Clinic
fs Maluti-a-Phofung Local Municipality	fs Ma-haig Clinic	Clinic
fs Maluti-a-Phofung Local Municipality	fs Makeneng Clinic	Clinic
fs Maluti-a-Phofung Local Municipality	fs Makhalaneng Clinic	Clinic
fs Maluti-a-Phofung Local Municipality	fs Makoane Clinic	Clinic
fs Maluti-a-Phofung Local Municipality	fs Malesaona Clinic	Clinic
fs Maluti-a-Phofung Local Municipality	fs Marakong Clinic	Clinic
fs Maluti-a-Phofung Local Municipality	fs Matsieng Clinic	Clinic
fs Maluti-a-Phofung Local Municipality	fs Monontsha Clinic	Clinic
fs Maluti-a-Phofung Local Municipality	fs Mphatlalatsane Clinic	Clinic
fs Maluti-a-Phofung Local Municipality	fs Namahali Clinic	Clinic
fs Maluti-a-Phofung Local Municipality	fs Nthabiseng Clinic	Clinic
fs Maluti-a-Phofung Local Municipality	fs Pabalong Clinic	Clinic
fs Maluti-a-Phofung Local Municipality	fs Phuthaditjhaba Clinic	Clinic
fs Maluti-a-Phofung Local Municipality	fs Qholaqhwe Clinic	Clinic
fs Maluti-a-Phofung Local Municipality	fs Riverside Clinic	Clinic
fs Maluti-a-Phofung Local Municipality	fs Sekamotho Mota Clinic	Clinic
fs Maluti-a-Phofung Local Municipality	fs Tebang Clinic	Clinic
fs Maluti-a-Phofung Local Municipality	fs Thaba Bosiu Clinic	Clinic
fs Maluti-a-Phofung Local Municipality	fs Thabang Clinic	Clinic
fs Maluti-a-Phofung Local Municipality	fs Tina Moloi Clinic	Clinic
fs Maluti-a-Phofung Local Municipality	fs Tseki Clinic	Clinic
fs Maluti-a-Phofung Local Municipality	fs Tshiame B Clinic	Clinic
fs Maluti-a-Phofung Local Municipality	fs Tshirela Clinic	Clinic

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fs Mantsopa Local Municipality	fs Borwa Clinic	Clinic
fs Mantsopa Local Municipality	fs Excelsior Clinic	Clinic
fs Mantsopa Local Municipality	fs Hobhouse Clinic	Clinic
fs Mantsopa Local Municipality	fs Ikaheng Clinic	Clinic
fs Mantsopa Local Municipality	fs Ladybrand Clinic	Clinic
fs Mantsopa Local Municipality	fs Manyatseng Clinic	Clinic
fs Mantsopa Local Municipality	fs Mauersnek Clinic	Clinic
fs Mantsopa Local Municipality	fs Thaba Phatswa Clinic	Clinic
fs Mantsopa Local Municipality	fs Tweespruit Clinic	Clinic
fs Nketoana Local Municipality	fs Leratswana Clinic	Clinic
fs Nketoana Local Municipality	fs Leseding Clinic	Clinic
fs Nketoana Local Municipality	fs Lindley Clinic	Clinic
fs Nketoana Local Municipality	fs Petsana Clinic	Clinic
fs Nketoana Local Municipality	fs Rearabetswe Clinic	Clinic
fs Nketoana Local Municipality	fs Reitz Clinic	Clinic
fs Phumelela Local Municipality	fs Bophelong (Vrede) Clinic	Clinic
fs Phumelela Local Municipality	fs Memel Clinic	Clinic
fs Phumelela Local Municipality	fs Thusa Bophelo Clinic	Clinic
fs Phumelela Local Municipality	fs Vrede Clinic	Clinic
fs Phumelela Local Municipality	fs Zamani Clinic	Clinic
fs Setsoto Local Municipality	fs Clocolan Clinic	Clinic
fs Setsoto Local Municipality	fs Hlohlolwane Clinic	Clinic
fs Setsoto Local Municipality	fs Kokelong Clinic	Clinic
fs Setsoto Local Municipality	fs Mamello CHC	Community Health Centre
fs Setsoto Local Municipality	fs Masebatso Clinic	Clinic
fs Setsoto Local Municipality	fs Matwabeng Clinic	Clinic
fs Setsoto Local Municipality	fs Meqheleng Clinic	Clinic
fs Setsoto Local Municipality	fs Nothnagel Clinic	Clinic
fs Setsoto Local Municipality	fs OR Tambo (Senekal) Clinic	Clinic
fs Setsoto Local Municipality	fs Phomolong (Ficksburg) Clinic	Clinic
fs Setsoto Local Municipality	fs Senekal Clinic	Clinic
fs Setsoto Local Municipality	fs Soetwater Clinic	Clinic
Total no of clinics	73	
Total no of CHC's	1	

List of Hospitals	
Hospitals	Classification
JD Newberry	District
Phuthuloha	District
Itemoheng	District
Dihlabeng	District
Phekolong	District
Nketoana	District
Elizabeth Ross	District
Thebe	District

Technical Specification for Health Care Risk Waste Management Services in Free State

Manapo	Regional
Phumelela	District

Provincial Mortuaries	
Bethlehem	QwaQwa

Provincial Laundry	
QwaQwa	

Provincial EMS	
Bethlehem	

Thabo Mofutsanyana Quarantine Facility	
Sterkfontein	Harrismith

A5.5 List of Facilities: FEZILE DABI

LIST OF CLINICS AND COMMUNITY HEALTH CENTRES

Sub-district	Facility	Org Unit Type
fs Mafube Local Municipality	fs Frankfort Clinic	Clinic
fs Mafube Local Municipality	fs Phahameng (Frankfort) Clinic	Clinic
fs Mafube Local Municipality	fs Phedisong Clinic	Clinic
fs Mafube Local Municipality	fs Phekolong (Cornelia) Clinic	Clinic
fs Mafube Local Municipality	fs Philani Clinic	Clinic
fs Mafube Local Municipality	fs Qalabotjha Clinic	Clinic
fs Mafube Local Municipality	fs Rainbow Clinic	Clinic
fs Mafube Local Municipality	fs Villiers Clinic	Clinic
fs Metsimaholo Local Municipality	fs Deneyville Clinic	Clinic
fs Metsimaholo Local Municipality	fs Dr Che Guevara Clinic	Clinic
fs Metsimaholo Local Municipality	fs Harry Gwala (Sasolburg) Clinic	Clinic
fs Metsimaholo Local Municipality	fs Metsimaholo Clinic	Clinic
fs Metsimaholo Local Municipality	fs Refengkgotso Clinic	Clinic
fs Metsimaholo Local Municipality	fs Sasolburg Clinic	Clinic
fs Metsimaholo Local Municipality	fs Thusanang (Sasolburg) Clinic	Clinic
fs Metsimaholo Local Municipality	fs Tsatsi SPS Clinic	Clinic
fs Metsimaholo Local Municipality	fs Zamdela CHC	Community Health Centre
fs Moqhaka Local Municipality	fs Ango Maseola (Marikana) Clinic	Clinic
fs Moqhaka Local Municipality	fs Bophelong (Kroonstad) Clinic	Clinic
fs Moqhaka Local Municipality	fs Brentpark Clinic	Clinic
fs Moqhaka Local Municipality	fs Hill Street Clinic	Clinic
fs Moqhaka Local Municipality	fs Lesedi CHC	Community Health Centre
fs Moqhaka Local Municipality	fs PAX CHC	Community Health Centre
fs Moqhaka Local Municipality	fs Rammulotsi Clinic	Clinic
fs Moqhaka Local Municipality	fs Sedibeng sa Bophelo Clinic	Clinic
fs Moqhaka Local Municipality	fs Seeisoville Clinic	Clinic
fs Moqhaka Local Municipality	fs Thusanong (Kroonstad) Clinic	Clinic
fs Moqhaka Local Municipality	fs Tshepong (Kroonstad) Clinic	Clinic
fs Ngwathe Local Municipality	fs Heilbron Clinic	Clinic
fs Ngwathe Local Municipality	fs Kananelo CHC	Community Health Centre
fs Ngwathe Local Municipality	fs Kganya CHC	Community Health Centre
fs Ngwathe Local Municipality	fs Kgotso Clinic	Clinic
fs Ngwathe Local Municipality	fs Parys Clinic	Clinic
fs Ngwathe Local Municipality	fs Relebohile (Heilbron) Clinic	Clinic
fs Ngwathe Local Municipality	fs Relebohile (Vredefort) Clinic	Clinic
fs Ngwathe Local Municipality	fs Sandersville Clinic	Clinic
fs Ngwathe Local Municipality	fs Schonkenville Clinic	Clinic

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fs Ngwathe Local Municipality	fs Sizabantu Clinic	Clinic
fs Ngwathe Local Municipality	fs Thabang Society Clinic	Clinic
fs Ngwathe Local Municipality	fs Thusanong (Parys) Clinic	Clinic
fs Ngwathe Local Municipality	fs Tumahole Clinic	Clinic
fs Ngwathe Local Municipality	fs Vivian Mangwane Clinic	Clinic
Total no of clinics	42	
Total no of CHC's	2	

List of Hospitals	
Hospital	Classification
Boitumelo	Regional
Tokollo	District
Parys	District
Fezi Ngubentombi	District
Mafube	District

Provincial Mortuaries	
Sasolburg	Kroonstad

Provincial Laundry	
Kroonstad	

Provincial EMS	
Kroonstad	
Hoopstad	
Koppies	
heibron	

Fezile Quarantine Facility	
Koppies Dam	Koppies

ANNEXURE 4: EVALUATION CRITERIA FOR MEDICAL WASTE

No.	Criteria for Functionality	Weight
1.	<p>Fleet Management: Details of the vehicles which will be used for the transportation of waste. A minimum of one six-ton vehicle or equivalent shall be provided per district solely for the collection and transportation of Waste from institutions or a lease agreement should be submitted. (Number of vehicles to be operated in the 5 Districts in the Free State). Submit a clear schematic or photographic details of each vehicle to be used and permits of drivers and employees for transportation of healthcare risk waste.</p> <p>1.1. 2 vehicles in the District = 2 points</p> <p>1.2. 3 vehicles in the District = 3 points</p> <p>1.3. 4 vehicles in the District = 4 points</p> <p>1.4. 5 or more vehicles in the District = 5 points</p> <p><i>Submit schematic or photographic details of vehicles to be used and associated permits for transportation of dangerous goods.</i></p>	5
2.	<p>Submit proof of the following permits/ licenses documents:</p> <p>1. Transportation of dangerous goods vehicles= 2</p> <p>2. Drivers permits for transportation of healthcare risk waste=2</p> <p>3. Handlers permits= 1</p>	5
3.	<p>Proof of approval from local authority/ private company to use any onsite or offsite treatment technology. This must be accompanied by the latest permits to operate an incinerator from the Department of Environmental Affairs, latest inspection/ audit reports, backup arrangements in cases of outages. This includes estimated waste treated per week as opposed to the total capacity that the treatment plant can handle per week.</p> <p>Submission of</p> <p>3.1 Non submission of information = 0 points</p> <p>3.2 Permits only = 3 points</p> <p>3.3 last audit report only = 4 points</p> <p>3.4 backup plans in case of outages only= 2 points</p> <p>3.5 information on the treatment capacity of the plant only = 4 points</p> <p>3.6 Indemnity insurance= 2</p> <p>3.7 all the required information from item 3.2– 3.6 = 10 points</p>	10
4.	<p>Provide a written agreement on management of outages during the contract period must be included in the bid documents. Contents of the agreements should include but not limited to vehicles, additional Waste collection vehicles, container delivery, waste collection shifts for all deliveries and collection to be in accordance with the approved schedule, containers delivery backup plan, waste collected, treatment and disposal contractor shall have a backup.</p>	10
5.	<p>References of medical waste services rendered either as a company or employee (worker) in this field. (References and contact details must be attached to the bid for verification). References that include years of experience in rendering health care risk waste services.</p> <p>References with 5 years and more years= 10</p> <p>References with 4 years= 8</p> <p>References with 3 years= 5</p> <p>References with 2- years= 1</p> <p>References with 1-0 years= 0</p>	10
Total Points		40

Annexure 3. Requirements waste bins, chest freezer, Hazardous spillage kits and wheelie bins

REQUIREMENTS FOR WASTE BINS

No.	REQUIREMENTS																														
1	<p>Supply waste bins that meets the following requirements</p> <p>1.1. SANS 10248-1:2008 or ISO 9001:2015 accredited waste bins</p> <table><tr><td></td><td>Container Capacity</td><td colspan="3">Dimensions</td></tr><tr><td></td><td></td><td>Height</td><td>Width</td><td>Depth</td></tr><tr><td>1.2.</td><td>20 litre capacity</td><td>±552mm</td><td>±267mm</td><td>±346mm</td></tr><tr><td>1.3.</td><td>50 litre capacity,</td><td>±551mm</td><td>±444mm</td><td>±397mm</td></tr><tr><td>1.4.</td><td>75 litres capacity</td><td>±785mm</td><td>±435mm</td><td>±430mm</td></tr><tr><td>1.5.</td><td>90 litre capacity</td><td>±915mm</td><td>±435mm</td><td>±430mm</td></tr></table> <p>1.6. Supply photographic details or catalogue of bins of Item 1.2 to 1.5 as evidence of containers Meeting requirements as part of the bid documents to be supplies with associated capacity and dimensions with the bid documents,</p> <p>1.7. Be made of robust, leak proof, puncture resistant (HDPE) container material, that is SANS 10248 -1:2008 or ISO 9001: 2015 compliant Be branded with robust SANS approved biohazardous signage for infectious waste. Provide photographic picture and description or design specifications with the bid documents = 3 points</p> <p>No : Deviations</p> <p>Hinges, drip tray, food pedals, clamps and associated accessories</p> <p>1.8. Captive drip tray at the base of frame and radiused corners to facilitate easy cleaning of spillages</p> <p>1.9. A positive bag retention mechanism though the use of drop over clamp (hands free versions). The mechanism must allow changing of bags easily</p> <p>1.10. Hinged lid, recessed into the hinged drop over clamp which encourages the lid being opened by means of depressing foot pedal and not hands</p> <p>1.11. Hands free operation, foot pedal mechanism must be used</p> <p>1.12. Linkage from pedal to lid constructed from with a robust material to withstand closing and opening of the container. The lid must close gently and silently</p> <p>1.13. Be fitted wheels at the rear of bin to assist easy movement when cleaning, and front base be fitted with rubberized unit at the base to prevent or muff noise</p> <p>Warranty and Maintenance</p> <p>1.14. Bins have warranty for at least 2 years</p> <p>1.15. Provide comprehensive maintenance plan and after sale support</p>		Container Capacity	Dimensions					Height	Width	Depth	1.2.	20 litre capacity	±552mm	±267mm	±346mm	1.3.	50 litre capacity,	±551mm	±444mm	±397mm	1.4.	75 litres capacity	±785mm	±435mm	±430mm	1.5.	90 litre capacity	±915mm	±435mm	±430mm
	Container Capacity	Dimensions																													
		Height	Width	Depth																											
1.2.	20 litre capacity	±552mm	±267mm	±346mm																											
1.3.	50 litre capacity,	±551mm	±444mm	±397mm																											
1.4.	75 litres capacity	±785mm	±435mm	±430mm																											
1.5.	90 litre capacity	±915mm	±435mm	±430mm																											

REQUIREMENTS FOR CHEST FREEZERS

No.	REQUIREMENTS			
1	Supply Chest Freezers that meets the following criteria:			
	1.1. Supply and distribution of chest freezers for anatomical waste			
		Capacity		
			Net Volume	Type
	1.2.	254 L	±224l	Solar Hybrid Freezer
	1.3.	481 L	+481l	Freezer
	1.4.	543 L	+785mm	Freezer
	Alarm, interior surface, energy efficiency, drainage, wheels and lockability			
	1.5. Have an alarm system in the form of light indicator or bipping/blipping sound mechanism			
	1.6. Interior surface must be made of aluminium			
1.7. Must have energy efficient rating B,				
1.8. Must be fitted with roller wheels,				
1.9. Must be lockable and supplied with at least 2 keys				
1.10. Must have an outlet drain plug or similar mechanism for drainage purposes				
1.11. <i>Supply photographic pictures of Item 1.2 to 1.4 and specifications thereof of freezers meeting the requirements as part of the bid documents</i>				
Warranty and Maintenance				
1.12. Bins have warranty for at least 2 years				
1.13. Provide a 2-year warranty and extended maintenance plan				
1.14. Provide comprehensive maintenance plan and after sale support				

REQUIREMENTS FOR HARZADOUS SPILLAGE KITS

No.	REQUIREMENTS
1	<p>Supply and distribution of Hazardous Spillage Kits that meets the following criteria:</p> <p>1.15. <i>Supply photographic pictures of Item 1.6 to 1.21 and specifications thereof meeting the requirements as part of the bid documents</i></p> <p>1.16. Re-usable neoprene gloves of elbow height</p> <p>1.17. Biohazardous spillage kits absorbent pads of 200 pads per box</p> <p>1.18. Red disposable liners with non-PVC plastic ties</p> <p>1.19. Chlorine release tablets: 100 sachets in a box</p> <p>1.20. Long handle metal scoop/dustpan with a rubber lip on the dustpan to create a seal between the dustpan and the floor– size not less than L: 30cm, W: 28cm, and handle should be not less than 100cm</p> <p>1.21. Whisk Broom – Soft fibre with metal grip for extra strength and durability (minimum L:29cm, H:100cm, W:8cm)</p>

FAILURE TO COMPLY WITH THE ABOVE REQUIREMENTS WILL INVALIDATE THE ITEM.

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BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDERS' DECLARATION

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

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

Full Name	Identity Number	Name of State Institution

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

- 2.2.1 If so, furnish particulars:

.....

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

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

- 2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

SBD4

restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- ~~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

a) The value of this bid is estimated does not exceed R50 000 000 (all applicable taxes included) and therefore the **90/10** or ~~80/20~~ preference point system to be applied subject to the lowest bid received.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser 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 purchaser.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted..... %
 - ii) The name of the sub-contractor.....
 - iii) The B-BBEE status level of the sub-contractor.....
 - iv) Whether the sub-contractor is an EME or QSE
- (Tick applicable box)

YES		NO	
-----	--	----	--

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:

Black people
 Black people who are youth
 Black people who are women
 Black people with disabilities
 Black people living in rural or underdeveloped areas or townships
 Cooperative owned by black people
 Black people who are military veterans

OR

Any EME
 Any QSE

EME ✓	QSE ✓

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

SPECIAL CONDITIONS OF CONTRACT
DEPARTMENT OF HEALTH

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THE FOLLOWING SPECIAL CONDITIONS OF CONTRACT WILL APPLY TO THIS BID / QUOTATION :

1. EVALUATION CRITERIA

The following preference point system is applicable to the bid/quotation 80/20.

The preference points for this bid/quotation are allocated as follows and will be applied when adjudicating the bid / quotation:

Price	=	90 points
B-BBEE status	=	10
		—
<u>Total points</u>	=	<u>100 points</u>

2. B-BBEE Status – SBD 6.1 form

2.1 Bidders may claim points for B-BBEE status in the following manner:

2.1.1 A bidder with annual total revenue of R10 million or less qualifies as Exempted Micro Enterprises (EME) and must submit the following to substantiate their B-BBEE ratings:

- (i) A sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.
- (ii) An EME may be measured in terms of the QSE scorecard should they wish to maximize their points and move to a higher B-BBEE recognition level. It is in this context that an EME may submit a B-BBEE verification certificate.

2.1.2 A bidder with annual total revenue of between R10 million and R50 million is regarded as Qualifying Small Enterprise (QSE) and must submit the following to substantiate their B-BBEE rating:

- (i) A sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership or a B-BBEE level verification certificate to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.
- (ii) A sworn affidavit must be signed by the EME and/or QSE representative and attested by the Commissioner of Oaths.

2.1.2 Bidders other than Exempted Micro Enterprises and Qualifying Small Enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof issued by an Accredited Verification Agency approved by the South African National Accreditation System (SANAS) to substantiate their B-BBEE ratings.

- 2.2 Bidders who do not submit B-BBEE Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE. **They will therefore score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for B-BBEE.**
- 2.3 A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid and Public Entities and Tertiary Institutions must submit B-BBEE Status Level Verification Certificate together with their bids.

3) Once-off bid prices

3.1 Firm prices:

Prices for once-off bids must be firm. No application for price adjustment will be considered except in the case where rate of exchange is applicable. All the necessary documentary proof must be submitted.

Where the exchange rate is applicable the bidder is expected to complete the SBD 3.2 in full at the time of bidding.

4) Period Contract Prices

4.1 1st year of the contract period:

Prices must be firm for the 1st (first) year of the contract period. No price adjustments will be allowed during the 1st year of the contract period except in the case where rate of exchange is applicable. The request for price adjustment due to rate of exchange will be considered per consignment. All the necessary documentary proof must be submitted.

4.2 2nd year and rest of the contract period – Prices subject to escalation

- 4.2.1 A request for price adjustment due to statutory increases on period contracts will be considered **after** the 1st year of the contract period if the bid/quotation is qualified as such and with the necessary documentary proof.

- 4.2.2 **In order to be considered for price increases from the 2nd year** of the contract period (statutory increase) and where the rate of exchange is applicable (on request per consignment), the price escalation form SBD 3.2 must be completed in full.

4.2.3 Submitting of price adjustment claims:

Claims for statutory increases must be submitted within 90 days of the change in price. If a claim is received after 90 days, the adjusted price will only be considered from the date the claim was received by the Department.

Delivery of goods and/or services must not be withheld as a result of the price adjustment not being finalized or as a result of any dispute.

Companies must indicate in the bid document the amount to be remitted abroad as well as the rate of exchange applied in the conversion of that amount into SA currency, when calculating the bid price. Proof from the bank for rate of exchange applicable to the bid at time of bidding **must** be attached to the bid document.

Price adjustments based on Rate of Exchange will only be applied per consignment delivered to the applicable institution of the Department due to the continuous fluctuation.

4.2.4 Documentary proof for price adjustments:

- (i) All claims must be properly substantiated by documentary evidence to the satisfaction of the Head of Health.
- (ii) The following information must be supplied when claims for rate of exchange variations are lodged:
 - Documentary evidence of currency and amount paid to foreign supplier
 - Supplier's invoice
 - Bill of entry/landing
 - Copy of institutions order, delivery note and invoice

4.2.5 Failure to comply with the conditions as per par. 4.2.2 to 4.2.4 **will invalidate** the claim.

5) Qualification of bid documents

- 5.1 The invitation form (SBD 1) must be **completed in full and signed originally** (in black pen ink) by the person in the company who is authorised to do so. Failure to sign the offer will invalidate the offer.
- 5.2 The SBD forms and all other bid forms must be submitted in the original format. The Office will only consider the original bid documents issued by the Office and signed by the company. Bid documents that are retyped, transmitted by facsimile, electronic mail or changed in any other way, will invalidate the bid. Scanned documents, which are completed in the original, will be acceptable.

6) Declarations – SBD 4, SBD 6.1, SBD 6.2, SBD 8 and SBD 9:

All declarations must be **originally completed** in full and duly signed by the bidder and where required, two witnesses.

6.1 SBD 4 – Declaration of Interest

All the state employees are not allowed to do a business with the Free State Department of Health.

6.2 SBD 6.2 – invitation and Evaluation of bids based on a stipulated minimum threshold for Local Production and Content within designated sectors

- (a) If required, the SBD 6.2 Declaration Certificate for local production and content for a specific designated sector must be completed by **manufacturers** for the items on offer within the relevant sector in order to qualify for the points allocated for local production and content.
- (b) **Distributors** of the items within the specific sector must complete and submit the declaration stating that the items on offers are RSA manufactured. However, they will not qualify for any points allocated for local production and content.

7) Corrections to documents:

- 7.1 Correction fluid (like Tippex for example) must not be used in bid documents in order to correct mistakes. Where a company wishes to correct a mistake, a single line must be drawn through it and the company must place his/her signature and date next to the correction, so that the original entry is still visible and legible. Failing to rectify mistakes in this manner **will invalidate the bid or the relevant item, or the relevant clause.**
- 7.2 In all other cases of alterations/corrections a full signature and date must be attached above, next to or below the said alteration or correction. If not signed in full at the correction the specific item/bid/quotation **will not** be taken into consideration.
- 7.3 Companies must check the numbers of the pages on the bid document and should satisfy themselves that the document is complete and that none of the pages are missing or duplicated before the closing date of the bid. No liability shall be accepted with regard to claims arising from the fact that pages are missing or duplicated.
- 7.4 Where preference points are claimed on the various SBD 6 forms, the forms must be completed in full, must be signed by the company and both witnesses otherwise the points claimed **will not be considered.**
- 7.5 The bid must be submitted in a sealed envelope. The **correct** bid number and closing date must be clearly indicated on the front of the envelope and the bidder's details on the back. The envelope must be placed in the bid box as indicated, before or on the closing date and time of the bid. On failure to comply the bid **will not be considered.** Bids, which are **received after the closing date and time**, will not be accepted and will be returned to the bidder.

8) Tax Clearance Certificates

- 8.1 **Original valid Tax Certificates must be attached** to the bid documents. Where the Tax Clearance Certificate is not attached the information will be verified on the Central Supplier database. The Department will not accept a bid from a bidder, whose tax matters were not declared to be in order by SARS.

- 8.2 Each party to a Consortium/Sub-contractor/Joint Venture must submit a separate original valid Tax Clearance Certificate. If the Tax Clearance certificates are not attached such information will be verified on the Central Supplier Database. Each party's Tax matters must be declared to be in order by SARS.
- 8.3 Period Contracts: Should the bid be accepted, the contractor must provide the Department (Compliance Office) throughout the contract period with a valid Tax Clearance Certificate on or before the expiry date of each certificate in the possession of the Office.
- 8.4 The Department has the right to verify the Tax Clearance Certificate submitted by a company at any SARS branch office nationwide.

9) Compulsory Explanatory Meeting and / or Site Visit

- 9.1 A compulsory explanatory meeting and/or site visit if so required in the bid documents and bid advertisement must be attended. Failure to attend will invalidate the bid. In case of a joint venture, consortium all companies must attend the meetings and submit their own attendance certificate in the company's name.
- 9.2 An attendance certificate per company must be signed and stamped by an official of the Department with registration at the meeting. The document/s must be attached in its original to the bid document. Copies of the document will not be accepted.
- 9.3 Information already provided at the meeting will not be repeated to late attendees.
- 9.4 A copy of the minutes of the meeting can be made available to companies on request.

10) Payment to suppliers

Payments will be handled as prescribed by the PFMA and will normally be effected within 30 days of receipt of all the required documentation, which should be correct in every respect.

11) Legislation / Laws

Companies must comply with the provisions of current Labour Legislation as well as any other relevant legislation or legal requirement.

12) Validity period of bid

The period for which offers are to remain valid and binding (in order for the Department to finalize it), is indicated in the bid documents (SBD 3.1 / 3.2) and is calculated from the closing day with the understanding that offers are to remain in force and binding until the close of business on the last day of the period calculated and if this day falls on a Saturday, Sunday or Public Holiday, the bid is to remain valid and binding until the close of business on the following working day.

13) Quantities

Where quantities are specified in the bid documents the Department cannot guarantee that they will be ordered as such, as it depends on Departmental needs. The Department is not liable for any losses the contractor might suffer for not ordering specific quantities. Where quantities are specified, "as required" the quantities will be ordered as and when needed.

14) Samples

- 14.1 Samples to be submitted (if so required in the bid documents), must be clearly marked with the bid and item number as well as the company's name.

UNDER NO CIRCUMSTANCES SAMPLES SHALL BE INCLUDED IN THE BID DOCUMENTS. SAMPLES INCLUDED IN BID DOCUMENTS WILL NOT BE CONSIDERED

- 14.2 The samples must be delivered to the addressee mentioned in the bid documents so as to reach him/her not later than the closing date and time of the bid.
- 14.3 Samples shall be supplied by the bidder at his/her own expense and risk.
- 14.3 Samples of the successful company will be kept with the Department until the end of the contract period and will be returned to the company only if so stated in the bid/quotation documents.
- 14.4 All samples provided, which must be returned to the company must be removed on request of the Department at the company's own expense and risk within the specified period. On failing to comply with, the company will forfeit ownership and the sample shall forthwith be disposed of at the discretion of the Department.

15) Bid prices

- 15.1 Prices of bids must be provided for the specific units as required per SBD 3 forms. The packaging may vary and will be considered unless specific packaging is required.
- 15.2 Bid prices must be all inclusive and no additional cost will be paid for e.g. delivery, VAT, etc.
- 15.3 Bid prices must be indicated on the relevant SBD 3 form/s unless otherwise requested by the Department.

16) Price lists

Price lists **will not be considered** for acceptance of the bid unless it was specifically requested in the bid / quotation documents.

17) **Specification – company's response**

Where a specification provides for the company's response to the different points of specification, the bidder's part must be properly completed or the bid or the relevant item will be disqualified. **Where items deviate from the requirement, the deviation must be indicated.**

18) **Adjudication of bid**

- 18.1 Chapter 6 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004), that deals with the Register for Tender Defaulters, as well as Regulations made by the Minister of Finance in this regard, are applicable when adjudicating a bid/quotation.
- 18.2 The Department may terminate the bid/contract in whole or in part if representatives of the Department, is in the judgement that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 18.3 In the event of a bid being awarded as a result of B-BBE points claimed in terms of the revised Preferential Procurement Regulations 2017, the contractor may be required to furnish documentary proof to the satisfaction of the Department.
- 18.3.1 The Department will act against the bidder or person awarded the contract upon detecting that the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the contract conditions have not been fulfilled.
- 18.3.2 The Department may, in addition to any other remedy that it may have against the bidder or person:
- 18.3.3 Disqualify the bidder or person from the bidding process;
- 18.3.4 Recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- 18.3.5 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;
- 18.3.6 Restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after applying the *audi alteram partem* (hear the other side) rule; and

18.3.7 Forward the matter for criminal prosecution.

19) Restriction of business interest of employees conducting business with the Provincial Government

An employee may not have a business interest in any entity conducting business with the Provincial Government.

20) Compliance to contract

20.1 The Department will monitor compliance to the contract after adjudication of the bid that include, but need not be limited to, site inspections and the request for documentary proof of compliance with the PFMA and relevant legislation.

20.2 Where services are rendered, which involves minimum wages for employees in terms of the sectoral wage determination, the Department reserves the right to request copies of payslips of employees during the period of the contract.

20) Contract signing

In response to an invitation to bid, companies must submit bid which in terms of the law represent offers. Once an offer is accepted and a bid is awarded to a successful company, a legal contract comes into existence.

The Department will not enter into any other contract than the SDB 7.1 or 7.2 form to be concluded as a result of acceptance of the bid.

21) Financial schedules

The financial schedule and annexure(s) for breakdown on salaries/wages where applicable, must be fully completed and submitted with the bid.

22) Declaration of Interest

Failure to declare interest on the part of the company or officials from the Department is unacceptable, which **will** lead to the bid/quotation not being considered.

23) Descriptive literature / brochures / pamphlets

If so required, the company must supply descriptive literature, brochures or pamphlets.

Descriptive literature is regarded as text and photos as issued by the original manufacturer.

24) Performance Security / Surety

A Performance Security / Surety is not applicable to all bid. Where it is a requirement in a specific bid, it will be indicated in the bid documents as well as the period in which the

performance security / surety must be submitted. If so required, it must be provided to the Department within the required period or the Department will have the right to cancel the contract and to claim any damages suffered from the contractor.

25) Accredited representative

If you are an accredited representative in South Africa for the goods/services offered written proof from the original supplier must be enclosed. (Refer to the SDB 1 form). Failure to do so will result in the offer not being considered.

26) Equipment exceeding specifications

There might be cases where the specifications do not address latest developments in technology. Where this is the case, the company must indicate next to the specific requirement in the specification to what extent the improved technology is offered. The Department may consider such offers in the adjudication process on condition that full details are provided for comparison purposes.

27) Delivery and documents

If so required, details of shipping and/or other documents to be furnished by the supplier are specified in the bid document

28) Insurance

Insurance as prescribed in the GCC par. 11 is applicable. Specific requirements over and above GCC par. 11 will be specified in the bid/quotation document.

29) Incidental services

Incidental services if so required will be handled as specified in the bid document.

30) Spare parts

Spare parts forms part of the specification of the bid/quotation and must be dealt with as such.

31) Warranty

31.1 Only new, unused goods must be supplied unless otherwise stated in the bid document.

31.2 The General Conditions of Contract par. 15 will apply unless otherwise stated in the bid documents.

31.3 Suppliers must remedy defect(s) on goods delivered within the period stated in the bid/quotation document or within the period as required by the Department.

32) Penalties

Penalties will be imposed as per current prime interest rate as prescribed by the General Conditions of Contract par. 22 unless otherwise stated in the bid/quotation document.

33) Settlement of disputes

The parties hereby agree that in the case of a dispute that cannot be resolved mutually, the dispute will be referred for settlement to the Secretary of the Law Society in the Free State, and in the case of the said Society's unwillingness to hear the dispute, such dispute will be referred to the Chairperson of the Bar Council for the Society for Advocates and/or his/her nominee.

The parties agree that the decision of the presiding officer in the dispute settlement procedure will be final and that neither of the parties will institute legal action against the other following the dispute settlement.

34) Termination of contracts: Unfulfilled orders

On termination of the contract, unfulfilled orders will automatically be cancelled and where appropriate, be supplied in terms of any subsequent contract.

35) Cession of contracts

The supplier shall not cede, in whole or in part, its obligations to perform under the contract or payments made/or to be made by the Department to the supplier, except with the Department's prior written consent.

36) Acceptance of the Special Conditions of Contract and General Conditions of Contract

Failure to accept the Special Conditions of Contract and the General Conditions of Contract or any part thereof, may result in the bid/quotation not being considered.

37) THE COMPANY MUST COMPLETE THE FOLLOWING:

I,in my capacity as of the company, hereby certifies that I took note and accept the above-mentioned Special Conditions of Contract.

.....
SIGNATURE

.....
CAPACITY

Contact person of company:

Tel. of company: (.....) **Fax of company:** (.....)

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance 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:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)