



**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS FOR WESTERN CAPE GOVERNMENT, HEALTH AND WELLNESS**

BID NUMBER: **WCGHSC 0329/2025**

CLOSING DATE: **17 April 2026**

CLOSING TIME: **11:00**

**RENDERING OF HEALTH CARE RISK WASTE HANDLING SERVICES FOR WESTERN CAPE GOVERNMENT: HEALTH AND WELLNESS, CAPE METROPOLE, CAPE WINELANDS, CENTRAL KAROO, GARDEN ROUTE, OVERBERG AND WEST COAST DISTRICT'S FOR A THREE YEAR PERIOD.**

**The successful Service Provider (SP) will be required to complete and sign a written contract form (WCBD7.1) as well as a Service Level Contract (SLA)**

**BID DOCUMENTS MUST BE DEPOSIT IN THE DEPARTMENT'S STAINLESS BID BOX MARKED DEPARTMENT OF HEALTH AND WELLNESS SITUATED IN:**

The foyer of the main entrance, Western Cape Government Building, 4 Dorp Street (next to Cape High Court) Junction of Dorp and Keerom Streets, Cape Town

1. Please ensure that bids are delivered **to the correct address on time before bid closing. Late bids** will not be accepted for consideration and, where possible, will be returned unopened to the Bidder accompanied by an explanatory letter. If you are uncertain about the location of the Departments bid box, please call the responsible official, Mr. S Cloete at (021) 483 3559 for assistance during office hours. The bid box is generally open from 06h00 to 21h00 a day, 7 days a week. No Bidders names or prices will be read out after closing time when the bid box is opened, and bids are removed by Sourcing officials.
2. Please submit your bid on the official, **not re-typed** forms. Only original, signed documents will be considered. **Failure to complete and sign the bidding documents, certificates, questionnaires and specification forms in all respects may invalidate the bid.**
3. Each bid must be deposited in a **sealed envelope** with the **name and address of the Bidder, the bid number and closing date**. These conditions also apply to a bid sent by courier that is delivered in a courier pouch and is either signed off by the responsible official or deposited in the bid box by the courier's representative. The envelope shall not contain documents related to any bid other than that indicated on the envelope.
4. **All Bidders must be registered on the Central Supplier Database (CSD) at the time of bid closing.** Bidders already registered on the CSD must have confirmation of their registration AND ensure that their status is up to date prior to bidding by contacting [www.csd.gov.za](http://www.csd.gov.za) **Unregistered Bidders or Bidders with a suspended registration will be deemed non-compliant and their bids will not be considered.** Any prospective unregistered Bidder must register as a supplier on the CSD *prior to bidding*.

Central Supplier Database	
Self-registration	<a href="http://www.csd.gov.za">www.csd.gov.za</a> <i>(self-registration only)</i>
Contact email	<a href="mailto:SCMeProcurement.DIH@westerncape.gov.za">SCMeProcurement.DIH@westerncape.gov.za</a>

5. **Where a Bidders tax compliance status cannot be verified or if a Bidders tax status is non-compliant on the CSD, the Bidder will be afforded 7 working days to confirm tax compliance for the bid to be considered.**
6. The B-BBEE status **on form WCBD 6.1 in your bid document** will be used to evaluate the bid, **not your B-BBEE status on the Western Cape Supplier Evidence Bank (WCSEB) or CSD.** Please complete your claims for **90/10 preference points systems** in the WCBD6.1, as well as the attached **form WCBD4.** All other mandatory documents held on the CSD will be accepted by the WCDHW for consideration of formal bids.

7. This bid is subject to the General Conditions of Contract (GCC)(2010), Special Conditions of Contract and terms and conditions stipulated in the Contract and all its Annexures. **The 90/10 Preferential Procurement Points System is applicable to this bid.**
8. **Important Notice:** A compulsory briefing session will be held; the session will be as follows:
- Date: 2 April 2026
  - Time: 10:00am
  - Venue: Bellville Health Park Building, in the Auditorium, corner of Mike Pienaar Boulevard & Frans Conradie Drive, Bellville
- Please note:**
- Late arrivals will not be permitted entry into the briefing session. Ensure timely arrival to park and enter the venue on time
  - Bid documents will not be issued at the briefing session
  - Offers from bidders who didn't attend the compulsory briefing session will not be considered
  - The representative/s attending must be the same individual/s who compiles and completes the offer. The Department will not respond to any enquiries that have been covered in the briefing
  - It remains the responsibility of all bidders to familiarize themselves with all requirements of this bid.
  - Due to the limitation of the venue a maximum of 2 officials per bidder/business are allowed.
9. Bidders must submit their offers in a D-ring file or appropriate ring binder with file dividers between sections. Bidders will not receive any advantage to include unnecessary information not requested in their offer. Only the mandatory documents and other information requested in the bid must be completed and submitted with the offer.
10. The Department will not allow nor accept Bidders own terms and conditions to be considered. The Department will not accept nor consider an awarded Bidders demands to deviate from any requirements of the tender. For the sake of clarity, all Bidders acknowledge that despite their non-compliance with this provision and their submission of any terms and conditions purporting to regulate the contractual relationship between the parties, such terms and conditions will not form part of the Contract if they are successful in the award of the tender.
11. Please refer all supply chain enquiries to Ms L Nell at telephone no. (021) 483 8836 or email [Lisa.Nell@westerncape.gov.za](mailto:Lisa.Nell@westerncape.gov.za) and all technical/specification enquiries to Mr Adam Thomas at telephone no. (021) 918 1233 or email [Adam.Thomas@westerncape.gov.za](mailto:Adam.Thomas@westerncape.gov.za).

 S Cloete  
HEAD: HEALTH AND WELLNESS

DATE: 8 April 2026

**PART A  
INVITATION TO BID**

**ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)**

THE WCG IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCG HAS A ZERO TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCG.

THE WCG EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCG AND THE PUBLIC AT ALL TIMES.

THE WCG IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND ITS REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	WCGHSC 0329/2025	CLOSING DATE:	17 April 2026	CLOSING TIME:	11:00
DESCRIPTION	HEALTH CARE RISK WASTE HANDLING SERVICES FOR WESTERN CAPE GOVERNMENT				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
The foyer of the main entrance, Western Cape Government Building, 4 Dorp Street (next to Cape High Court), Junction of Dorp and Keerom Streets Cape Town					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	MS. L NELL		CONTACT PERSON	Adam Thomas	
TELEPHONE NUMBER	(021) 483 8836		TELEPHONE NUMBER	021 918 1233	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Lisa.Nell@westerncape.gov.za		E-MAIL ADDRESS	Adam.Thomas@westerncape.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN		AND	CENTRAL SUPPLIER DATABASE NO:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
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**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b></p>	

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE CONSTITUTION ACT 108 OF 1996, PUBLIC FINANCE MANAGEMENT ACT 1 OF 1999, PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000, PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (2010)(GCC), ANY OTHER SPECIAL CONDITIONS OF CONTRACT AND OTHER RELEVANT LAWS.
- 1.4. **THE SUCCESSFUL SERVICE PROVIDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7).**

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 SERVICE PROVIDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 SERVICE PROVIDERS 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.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEB FACILITY WWW.SARS.GOV.ZA.
- 2.4 SERVICE PROVIDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE.
- 2.6 WHERE NO TCS PIN IS AVAILABLE, BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS IN THE SERVICE OF THE STATE.

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

SIGNATURE OF SERVICE PROVIDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

## **Bid Requirements:**

1. Western Cape Department Health and Wellness (referred to as "The Department" hereafter), hereby invites bids for **WCGHSC 0329/2025** for the provision for Rendering of Health Care Risk Waste Handling Services for Western Cape: Health and Wellness, Cape Metropole, Cape Winelands, Central Karoo, Garden Route, Overberg And West Coast District's for a period of three (3) years.
2. The Pricing Schedule – WCBD 3.1 must be completed in full and be submitted together with your bid document to form part of your offer.
3. Bidders MUST complete the attached (Excel document) WCBD 3.1/ Electronic Pricing Schedule. The blank electronic pricing schedule has been uploaded with the Bid document and Annexures on the e-Tender Portal website for bidder to complete. All prices must be in South African Rand value and **inclusive of VAT**. Prices must be limited to two decimal points. Any prices submitted as VAT Exclusive will not be accepted and will invalidate your bid. **Annexure A Electronic Pricing Schedule WCBD 3.1**
4. The completed/populated electronic pricing schedule must be saved to a flash drive and named using/ with the bid number and registered business name which must be submitted with the bid/ offer. Bidders to ensure that document is not locked, corrupted, or password protected. Failure to adhere to this requirement WILL result in the bidder's offer being deemed non-compliant. A printed copy of this electronic document must also be attached to this bid.
5. A printout of the final, completed pricing schedule must be included as part of the hard copy offer submitted in the bid. The print-out must be signed by the bidder (Print name, signature, capacity of the signatory/ appropriate authority and date).
6. In the event of a discrepancy between the electronic pricing schedule on the flash drive and the hard copy in the offer, the pricing stipulated in the hard copy pricing schedule will prevail. This includes but is not limited to: omissions, typographic errors, calculation errors, etc. This is mandatory and failure to include this with your offer will result in your offer being deemed non-compliant.
7. All paper-based proof and evidence must be clearly legible.
8. All delivery and transport costs must be included in the bid price, for delivery at the prescribed destinations. A list of names and addresses of health care facilities of the Western Cape Department: Health and Wellness is attached as **Annexure B Facilities Collection List**.
9. If you as the bidder are considering any discounts for the bid, this must be included in your pricing schedule. The Department will only use pricing that is reflecting in the pricing schedule. The pricing in the WCBD 3.1 will be deemed as the bidders final costing and any discounts offered should be reflected in these costings. No other costs will be accepted. No additional columns will be permitted i.e. to be added to the approved pricing schedule.
10. Bidders must be aware that the Department will award the tender/contract for the rendering of complete service for all HCRW generated within such a District i.e.
  - Supplying the new containers to the HCFs
  - Collecting the filled/full HCRW containers
  - Treating the health care risk waste collected from the HCFs
  - Disposal of the treated residue at an approved landfill site
  - Issuing of the disposal certificate
  - Issuing of invoices for services rendered
  - Staff training
  -
11. The Department reserves the right to award the contract in accordance with its operational requirements i.e.
  - all Districts to one contractor;
  - only one District -per a contractor
  - or more than one District to a contractor
  - The Districts are i.e. Cape Metropole, Cape Winelands(CWD), Overberg(OBD), Central Karoo(CKD), Garden Route (GRD) and West Coast Districts(WCD).

12. Cover letters that are editing the specification, or that try to amend GCC and SCC, will not be accepted, nor considered. Bidders must be aware of this.
13. AD-HOC/Emergency Collection: Must be accommodated within the bidders cost structure and these collections must form part of the monthly reports, submitted to the Department, Facilities Management Unit. There will be no extra line for this in the pricing schedule.
14. There must be a continuous (no break) supply of HCRW containers, and all other items as listed in the pricing schedule. The Department will raise penalties should the above requirements not be met.
15. This tender also provides for alternate Bidders, which will conditionally be awarded the tender, with the sole aim to step in as service providers if the Contract of the primary Bidder is prematurely terminated during the contract period. The same terms and conditions will apply as per the original Bid Invitation, SLA and Annexures.
16. When a HRCW contract is terminated prematurely, it can take more than six (6) months to appoint a new service provider. During this period, the department cannot manage without a service provider and alternatively if the Department temporarily engage service providers under the Department's emergency procurement measures this will be far from ideal, as the pool of available service providers may be limited, due to the nature of this service and given the difficulty for service providers to allocate resources for short-term commitments. Additionally, this interim arrangements can result in significantly higher costs.
17. The Department has therefore decided to appoint an alternate service provider to only render the services when the Contract is prematurely terminated during the contract period. The alternate service provider will sign a Letter of Acceptance/Agreement at the time of the Award. This agreement will only come into effect if the original awarded service providers contract is prematurely terminated.
18. The alternate service provider must commence at their earliest convenience not later than one (1) month from date of the mobilization meeting.

The alternate service provider will be determined according to the original points and preference scoring in a district and the Contract will be rendered by the alternate service provider. A bidder must indicate in its bid that it is available to be awarded the contract as an alternate service provider. Those Bidders indicating that they will not accept a conditional award as an alternate service provider, will not be considered for appointment as an alternate service provider.

- 18.1. The award to the alternate service provider is subject to the following principles and conditions:
- 18.2. The appointment of the alternate service provider respectively is conditional on the termination of the contract with the initial service provider, as the case may be;
- 18.3. The alternate service provider will provide the services on the same terms and conditions accepted by the alternate service provider at the time of the award of the bid;
- 18.4. The price determination is subject to the original pricing submitted in the bid offer and negotiations for pricing that was acceptable to the Department;
- 18.5. The alternate service provider have to conclude a Service Level Agreements (SLA) with the Department after the award of the tender; this SLA will only be signed if the contract is prematurely terminated with the original awarded service provider;
- 18.6. The alternate service providers contract period will not be for the whole three years, but will coincide with the period remaining of the three-year contract of the preferred Bidder; and
- 18.7. The Department has the discretion to decline to allocate the Contract to the alternate service provider on any fair and reasonable grounds or changed circumstances which militate against the continuation of the Contract with the alternate service provider.

19. A dedicated team must be assigned to manage the Department's account, and this team must be based locally within the Republic of South Africa. The local team should include, but not be limited to, the following:

- Finance staff and Financial Authority: The Executive Authority must be available to sign off on approvals when needed.
- Administration staff
- Accounts Staff: Accounts Department must be readily available to respond to our end users' queries and not routed through a call centre. The Department will not resolve or deal with queries on accounts outside the Republic of South Africa.
- Queries (on accounts, delivery, orders, ect.) must not be handled by international call centres
- This local team must be contactable via Telephone and emails. As well as via the Teams/Zoom or similar platforms, in the event of telephones being un-operational.
- All queries must be responded to within 2 working days (48 hours). Queries to be resolved within a maximum 14 working days.

20. **Only Transportation and Incineration will be permitted to be sub-contracted 3rd Party Participation, no other services on this bid will be Sub-contracted/ 3rd Party Participation**

Will any portion of the contract be rendered by a 3<sup>rd</sup> Party? YES / NO (delete which is not applicable)

If yes, indicate:

- (i) what percentage of the contract rendered by a 3rd Party? .....%
- (ii) the name of the 3rd Party? .....
- (iii) the B-BBEE status level of the 3rd Party? .....
- (iv) whether the 3<sup>rd</sup> Party is an Exempted Micro Enterprise or Qualifying Small Enterprise? **YES / NO (delete which is not applicable)**

Indicate which goods and services below will be rendered by Principal contractor (Bidder) or a Sub-contractor / 3<sup>rd</sup> Party

Goods and Service	Principal Contractor (Indicate the name please)	Sub-contractor / 3 <sup>rd</sup> Party (Indicate the name in the event of using a 3 <sup>rd</sup> Party)
Transportation (Vehicles/Fleet used for delivery and collections)		
Incineration Treatment of Health Care Risk Waste		

21. **Further requirements in the event of Sub-contracting / 3<sup>rd</sup> Party participation**

- Bidders to ensure that **signed** Memorandum of Understanding (MOU), Agreements/Contracts with Sub-contractor / 3<sup>rd</sup> party/s to be enclosed in the offer.
- Failure to provide signed MOU's, agreements/contracts with 3<sup>rd</sup> party/s will render the bidder's offer invalid.
- These contracts and agreements must be signed and valid for the duration of this contract period.
- Should the primary contractor intend to change the Sub-contractor / 3<sup>rd</sup> party at any time during the duration of the contract period, the Department must be informed 30 days in advance in writing for the Departments consideration. The Department reserves the right to either approve or decline the proposal.
- Bidders/contractors must understand that they as the Main Bidder/Contractor, is ultimately accountable and responsible for this contract and all its requirements.

## 22. Requirements for Vehicles in addition to those listed in the Technical Specifications:

It's a requirement of this contract for the supply of a sufficient and sustainable transportation service (collections; deliveries etc.) to HCFs as per the **Annexure B Facilities Collection List**. The Department has provided estimated volumes and weights of HCRW being generated per facility monthly for a 12-month period see **Annexure C HCRW Estimated Volume and Weight Totals**

## 23. Inclusive of the offer the bidder shall submit information on the following:

- Two (2) reference letters must be submitted, which are signed by contactable references reflecting the quality and performance of services rendered for the last 4 years
- Bidders must ensure that the required reference letters collectively demonstrate experience in both the private and public sector
- References must be obtained from businesses that required a similar type of service within South Africa
- This will be reviewed during the evaluation of the offers. **See Annexure D Reference Letter 1 & 2**

Failure to provide the above-mentioned documentary information, the bid offer will not be considered for further evaluation.

## 24. The onsite HCRW disposal system/s:

Bidders must take note that the Department as part of its Climate Change and Health Adaptation Plan, reserves the right to further introduce alternative onsite "green" waste disposal technology/systems at facilities that are part of this contract. This will affect the listed estimated quantities of HCRW of the facility/s.

The following is a list of facilities per the respective District where at current these onsite HCRW disposal systems has been implemented and is operational:

1. Cape Metropole District:
  - Khayelitsha Hospital
  - New Somerset Hospital
  - Karl Bremer Hospital
  - Red Cross Children War Memorial Hospital
  - Mitchells Plain Hospital
2. Cape Winelands District:
  - Paarl Hospital
  - Worcester Hospital
3. Garden Route District
  - George Hospital
4. West Coast District:
  - Vredenburg hospital

Bidders take note that the onsite systems ONLY treat non-anatomical infectious waste and sharps waste. Therefore, the bidders remain responsible for rendering the services for any other HCRW generated for example, pharmaceutical waste; anatomical waste and others as agreed upon.

The bidder further to note, that the department will occasionally request the bidder to collect and, treat and dispose of ALL HCRW streams at these facilities where the green onsite systems were implemented and, in the event, where the onsite waste treatment system requires maintenance or experience any breakdown/shutdown.

The bidder will be notified in writing 30 days prior to further installations of onsite systems at other facilities which are not listed as per the above.

## 25. Requirement for treatment in addition to those listed:

- To uphold the National Environmental Waste Management Principles, the Department will ONLY consider offers/bids where it is indicated that the healthcare risk waste will be treated and disposed within the Western Cape Province (In cases where a 3<sup>rd</sup> Party is rendering a service signed letters/agreements must be submitted). Business to have a footprint in the Western Cape.

## 26. Requirements for handling highly contagious/isolation HCRW:

The bidder shall familiarize themselves with the HCF's collection procedure and protocols when handling highly contagious health care risk waste e.g. Viral Hemorrhagic Fever; Ebola, Covid-19, etc. The bidder must remove the HCRW via routes as indicated by the HCF management.

The bidder must supply all the necessary personal protective equipment (PPE) to their staff handling the HCRW and ensure that such staff are trained and competent in the correct application(donning) and doffing(removal) of PPE.

## 27. Mobilization Phase:

Following the award of Contract, the Contractor shall use the mobilisation period of a minimum of 30 days to the commencement of services date to mobilise its staff, as well as acquire the necessary equipment and supplies.

During this period the contractor representative/s will also accompany the Department's Representative/s at introductory sessions inclusive of presentations to the Department's staff to be held in each awarded District/s.

- Cape Metropole
- Cape Winelands
- Central Karoo
- Garden Route
- Overberg
- West Coast

The Contractor shall further during this period develop a District Rollout Plan in collaboration with the District Coordinators/Officers. This District Rollout Plan shall, as a minimum, contain the following:

- Names and contact details of WCGHW Officers from each HCF;
- GPS coordinates for each HCF;
- Details on the number and types of Reusable Containers that are to be supplied to and deployed at each HCF;
- Details on the number and types of Disposable Containers that is to be supplied to each HCF;
- Details of Reusable Container and/or Disposable Container delivery and HCRW collection procedures
- Details of HCF specific problems and opportunities encountered during implementation of this contract;
- Liaise with District Coordinators and HCF management where required;
- Survey HCF's to determine quantities and types Disposable Containers as well as Reusable Containers required;
- Determine the number of Reusable Containers required to be in circulation for each of the HCFs;
- Liaise with the HCFs regarding HCRW collection times
- In cooperation with the District Coordinator and/or Officer ensure that an appropriate HCRW Collection Point is available.
- Undertake trial runs on container delivery and HCRW collection procedures, including testing of data collection, recording and tracking system from the point of generation to the point of Treatment
- Undertake trial runs on HCRW collection, transport and deliveries to the Treatment Plant, including cleaning, decontamination and return of Reusable Containers;

**PRICING SCHEDULE**

Complete the (Excel document) WCBD 3.1/ Electronic Pricing Schedule – Annexure A

- Completion of this document will be in accordance with point 2,3,4,5 and 6 in the Bid Requirements section above.

The WCBD 3.1/ Electronic Pricing Schedule does not make provision for bidders to indicate whether a bidder would like to be only a Primary Bidder or both a Primary and Alternative bidder.

Kindly:

- Indicate Yes or No, to quote as a Primary Bidder per district
- Indicate Yes or No, to be added an Alternate Bidder per district

DISTRICT NAME	Primary Bidder (YES/NO)	Alternate Bidder (YES/NO)
Cape Metropole		
Cape Winelands		
Overberg District		
West Coast District		
Garden Route District		
Central Karoo District		

**TECHNICAL SPECIFICATION FOR HEALTH CARE RISK WASTE MANAGEMENT  
SERVICES**

**for the**



**Western Cape  
Government**

**HEALTH AND WELLNESS**

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## CONDITIONS BID SPECIFICATION

RENDERING OF A HEALTH CARE RISK WASTE HANDLING SERVICE TO WESTERN CAPE GOVERNMENT: HEALTH and WELLNESS FOR A THREE (3) YEAR PERIOD

### 1. INTRODUCTION:

This Project Specification specifies and contains the WCGHW requirements for the services and the contractor shall at all times throughout the contract period, perform and complete each of the services as required in such a manner and at such times as shall comply with and satisfy the requirements of this Project Specification and it's Annexures.

### 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.

Alternative method/s	Means a method, other than incineration, that will treat HCRW in such a way as to render it non-infectious or sterile products or residue, to be unrecognizable sterile waste, which will contribute to waste minimization.
Clinic	Means a HCF as described in the List of Health Care Facilities.
Collection Programme	Means the WCGHW Department's schedule for collecting HCRW from the HCFs. The programme specifies the days of the week and times/frequencies that HCRW should be collected from each HCF. The contractor is to adopt and implement this programme. Refers also to Annexure A (List of facilities).
Commencement of Services Date	Means the date on which the Contractor shall take responsibility for removing the HCRW from all HCFs in the Districts i.e. the same meaning/expression as the Contract Date.
Community Health Centre	Means a HCF designated as such by "CHC" in the List of Health Care Facilities. Refers to Annexure A.
Competent Authority	Means any agency, department, board, committee, governmental body, local authority, court, inspectorate, official regulator, public statutory person or appointee of the Republic or the Province (whether autonomous or not) having jurisdiction (whether by virtue of Legislation, delegated authority, customary law or otherwise) over any of the parties hereto, the subject matter of this Contract and/or the performance of any of the parties' respective obligations under this Contract.
Consultancy Support	Means expert advice provided by the Contractor to the affected HCF staff on the appropriate use of any equipment or containers supplied, thus including provision of information, instruction and advice on e.g. the placement and correct use of the equipment and containers forming part of the HCRW Management System.
Contract Date	Means the date the Contract commences.
Contract Period	Means the period from the Commencement of Services Date to the date that the Contract expires. The Contract period will be 3 years.
Containers	Means the following types of HCRW containers, and can be reusable and /or disposable containers: <ul style="list-style-type: none"> <li>▪ Sharps Containers, including containers for long sharps;</li> </ul>

	<ul style="list-style-type: none"> <li>▪ Specimen Containers for Pathological/Anatomical HCRW including limb containers.</li> <li>▪ Pharmaceutical Containers for Pharmaceutical HCRW;</li> <li>▪ Red liners of different sizes used for Infectious HCRW, Pathological HCRW, Isolation HCRW and soiled mattresses/pillows,</li> <li>▪ Disposable 25 litre, 50-litre, 90-litre and 142-litre cardboard boxes with matching single red liners (60um minimum).</li> <li>▪ Reusable 25-litre, 50-litre and 120-litre containers</li> </ul>
Department	Means the Western Cape Government, Health and Wellness (WCGHWW).
Department's Representative	Means such party/s as the Department may appoint as the Department's Representative/s for the purposes of this Contract. The Department will inform the Contractor of such appointment/s in writing.
Districts	Cape Metropole, Cape Winelands, Central Karoo, Garden Route, Overberg and West Coast
District Office	Means the Department's administrative office in the District.
Emergency Plan	Means a plan of action for implementation in the event of unplanned and unforeseen situations like vehicle or plant breakdowns or labour unrest that may have an impact on effective HCRW Management Service delivery.
Environment	Means i) 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.
Extraordinary Items	It means disposable items not forming part of the normal daily HCRW stream, but with characteristics similar to that of HCRW. Typical examples of extraordinary items are products containing mercury e.g. mercury thermometers, fluorescent tubes etc.
General Infectious HCRW	Means Infectious HCRW, other than Sharps HCRW, Pathological HCRW or Isolation HCRW, which is suspected to contain pathogens and normally causes, or significantly contributes to the cause of increased morbidity or mortality of human beings. It includes items such as blood-contaminated dressings, contaminated diapers, soiled mattresses, soiled pillows or any other disposable items suspected of being infectious or that has been in contact with bodily fluids.
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 Contract 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 judgement 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"> <li>▪ adequate materials, resources and supplies, are constantly available to undertake the Services under normal conditions and reasonably anticipated abnormal conditions;</li> <li>▪ sufficient personnel are available and are adequately experienced and trained to transport and handle the HCRW and operate the Treatment Plant properly, efficiently and within the manufacturers' guidelines and specifications and are capable of adequately responding to emergency conditions;</li> <li>▪ 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,</li> </ul>

	<p>trained and experienced personnel utilising suitable equipment, tools and procedures;</p> <ul style="list-style-type: none"> <li>▪ appropriate monitoring and testing is done to ensure that all equipment at the Treatment Plant and the Contractor's equipment in general, is functioning as designed and to provide assurance that such equipment will function properly under normal conditions;</li> <li>▪ appropriate planned procedures are carried out to ensure the proper collection, transport, handling, treatment and disposal of the HCRW, Residues and effluents under normal conditions and reasonably anticipated abnormal conditions;</li> <li>▪ the Department's Requirements, all Necessary Consents and all applicable Statutory Requirements are complied with.</li> </ul>	
Hemorrhagic Fevers	Acute, contagious, formidable diseases, which can include e.g. Lassa Fever, Rift Valley Fever, Marburg and Ebola Hemorrhagic Fevers, Crimean-Congo Hemorrhagic Fever, Yellow Fever etc.	
Handover Period	Has the meaning given to it in Section 23 i.e. "Handover of Services" of this Project Specification	
Health Care Facility (HCF)	Means a WCGHW hospital, clinic, community health/day centre, mortuary, or any other HCF (e.g. EMS station/s) included in the List of HCFs.	
Health Care Risk Waste (HCRW)	<p>HCRW shall, for the purpose of this Contract, be considered to include:</p> <ul style="list-style-type: none"> <li>• General Infectious HCRW;</li> <li>• Sharps HCRW;</li> <li>• Pathological/Anatomical HCRW;</li> <li>• Pharmaceutical HCRW;</li> <li>• Cytotoxic HCRW</li> <li>• Isolation HCRW;</li> <li>• Extraordinary Items;</li> </ul>	
HCRW Collection Point	Means for each HCF, the location at which the HCRW is delivered to, by the HCFs, in Disposable or Re-usable Containers and where the Contractor assumes responsibility of the HCRW.	
HCRW Management	Means all activities, administrative and operational, associated with the handling, transport, storage, treatment and disposal of HCRW.	
HCRW Management System	Means collectively the supply (and maintenance where applicable) of Disposable Containers, Reusable Containers, the Collection, Transport, Treatment and Disposal of HCRW as specified in the Project Specification.	
HCRW Vehicles	Means the vehicles used by the Contractor to transport HCRW.	
Health Care Waste (HCW)	Means the combination of hazardous (HCRW) waste and non-hazardous (HCGW) waste, generated in Health Care Facilities (HCFs).	
HCW Coordinator	Means for each District a person trained in HCW Management and who is authorized to manage HCW Management related audits, data, reports and who acts as the Contractor's contact person at District level or delegated official	
HCW Officer	Means a person trained in HCW Management for each HCF to verify and sign the registration sheet confirming the volume / mass of HCRW collected in accordance with the Manifest System, gather data and report on HCRW Management related matters. The HCW Officer is also the Contractor's contact person at HCF level.	
Health Care Risk Waste Management Regulations	Means the Western Cape Health Care Risk Waste Management Regulations 2013	

Isolation HCRW	Means HCRW generated in isolation wards where patients with highly contagious illnesses are treated. All waste (including Health Care General Waste) generated in isolation wards is considered Isolation HCRW.
Landfill	Means a facility for disposal of waste on land, whether by use of waste to fill in excavations or by creation of a landform above ground, where the term 'fill' is used in the engineering sense.
List of HCFs	See Annexure A [List of Health Care Facilities] of the Project Specification.
Manifest System	Means a registration sheet / waybill system for documenting and controlling the fate of HCRW from "cradle-to-grave".
Medicine	Means any substance or mixture of substances used or purporting to be suitable for use or manufacture or sold for use in: <ul style="list-style-type: none"> <li>• the diagnosis, treatment, mitigation, modification or prevention of disease, abnormal physical or mental state or the symptoms thereof in humans; or</li> <li>• restoring, correcting, modifying any somatic, physic, or organic function in humans.</li> </ul>
Mortuaries	Means a place where bodies are temporarily kept under controlled climatic conditions until they are buried or cremated.
Necessary Consents	Means all consents, licences, certificates, authorisations, permissions, approvals and permits of any Competent Authority and/or Interested Party that are necessary for the lawful performance of the Services and/or any of the Contractor's other obligations under this Contract.
Occupational Health and Safety Committee	Has the meaning as defined by Sections 19 and 20 of the OH&S Act, 1993 (Act 85 of 1993).
On-Site Training	The training will be conducted at the HCFs and will be designed to motivate and encourage buy-in for the HCRW Management System and waste minimization.
Pathological/Anatomical HCRW	Means tissues, organs, body parts, bones and or any chip of bone, human foetuses and placentas, blood and body fluids, but excludes hair and nails.
Penalties	Means imposing of a financial liability on the Contactor when Service Failures occurred during the execution of the Contract that was reported by the HCW Officer of any particular HCF, HCW Coordinator or Department Representative. Penalties are deducted from the monthly payment.
Pharmaceutical Container	Means a dark green disposable, puncture and leak resistant container which, when sealed, cannot be opened, and which is spill proof under normal handling conditions, used for the storage and transport of Pharmaceutical HCRW. This particular Disposable Container is only required to be able to withstand room temperature.
Pharmaceutical HCRW	Means unusable, expired, damaged, returned and/or contaminated medicines and scheduled substances .
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.
Province	Means Western Cape Province.
Registration Sheet / Waybill	Means the documentation required as part of the Manifest System for the detailed recording of HCRW collection from individual HCFs during each collection round.

Residues	Means any solid or liquid product derived from the Treatment of HCRW at the Treatment Plant.
Scheduled Substances	Means Medicines prescribed by the Minister of Health under Section 22A of Medicines and Related Substances Control Act, Act 101 of 1965.
Segregation	Means the systematic separation of HCW into designated categories of HCGW and HCRW respectively.  Should a system for recycling of HCGW be introduced in future, segregation would further mean the systematic separation of recyclable HCGW from non-recyclable HCGW.
Service Failure	Means the Contractor's failure to comply with certain requirements of the Contract.
Services	Means the services, duties and obligations to be fulfilled by the Contractor in accordance with this Project Specification throughout the Contract Period.
Services Period	Means the period from the Commencement of Services Date to the Expiry of the Contract.
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 sharps items.
Specimen Container	Means a red, disposable puncture resistant container used for containerization of pathological HCRW which, when sealed, cannot be opened, and which is spill proof under normal handling conditions, used for the storage and transport of pathological HCRW. This container should be able to withstand temperatures down to -5° C.
Statutory Requirements	Means the requirements of any present or future legislation, ordinance, proclamation, bylaw, directive, decision, regulation, rule, order, notice or code of practice having the force of law in the Province.
Transporter	Means a person, organisation, industry or enterprise engaged in or offering to engage in the transportation of HCRW. For this Tender a Transporter shall also be registered with the local authorities in whose area of jurisdiction it proposes to/will operate.
Treatment	Means any method, technique, or process designed to change the biological character or composition of any HCRW to eliminate its potential for causing disease, pollution impact on the environment and risk to health.
Treatment Plant	Means the plant or plants used by the Contractor for Treatment of HCRW.
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 because of a Planned Outage
Waste Information System	Means a system comprising of at least a register of the information submitted in terms of the Waste Information Regulations. This system for Western Cape Province is known as IPWIS

## List of Acronyms

CEO	Chief Executive Officer.
CHC	Community Health Centre.
EMS	Emergency Medical Services.
HCF	Health Care Facility.
HCGW	Health Care General Waste.
HCRW	Health Care Risk Waste.
HCW	Health Care Waste.
HCWO	Health Care Waste Officer.
HCWM	Health Care Waste Management.
HDPE	High Density Poly Ethylene.
IPWIS	Integrated Pollutant & Waste Information System
NEMA	National Environmental Management Act.
OHS	Occupational Health and Safety.
PPE	Personal protective equipment.
RSA	Republic of South Africa.
SA	South Africa.
SABS / SANS	South African Bureau of Standards, trading as SABS / South African National Standards (SANS).
SAHPRA	South African Health Products Regulatory Authority
WCGHW	Western Cape Government Health and Wellness

## 3. GENERAL:

The Western Cape Government: Health and Wellness operate many health care institutions and through their daily activities these institutions generate Health Care Risk Waste.

Included with bid documents, certificates of competence shall be supplied by the contractor assuring safe, effective handling, transport, treatment and disposal of the health care risk waste and its residue. Any violation of prescribed legislation or lawfully given notice is considered an offence.

## 4. SCOPE FOR SUPPLY OF SERVICES:

All processes and procedures required to be adopted, followed and / or implemented to ensure the safe and efficient removal of HCRW from the HCFs which shall, in so far as not specifically addressed in this project specification, be performed and executed by the contractor in accordance with good operating and engineering practices, the necessary consents and the statutory requirements.

The scope of supply shall, for the duration of the Contract Period, overall include:

- Supply of all type of containers i.e. reusable and disposable containers to HCFs
- Supply of all containers required for proper containment, collection and removal of the HCRW from all HCFs in the various Districts;
- Distribution of containers to each HCF in the Districts;
- Transportation of the HCRW from all HCFs in the Districts to the Treatment Plant;

- Provide training to personnel on risk of health care risk waste handling, waste minimization, container use, waste segregation, and storage.
- Provide training manuals to relevant HCF's for reference and further training purposes.
- Interfacing with the HCFs in securing a safe and efficient removal of HCRW
- Cleansing, decontamination and drying of all reusable containers following the emptying of the HCRW at the Treatment Plant;
- Provision and/or securing sufficient and suitable treatment capacity at a Treatment Plant that is compliant with the Regulations, together with staff, consumables, know-how and approvals necessary for treatment of the HCRW;
- Treatment of all HCRW collected from the various HCFs;
- Transport of residues to an appropriately permitted, developed and operated landfill in accordance with the Necessary Consents;
- Reporting to the Department's Representative/s as is required;
- Convening and attending meetings and liaising with the Department's Representative;
- Obtaining all Necessary Consent prior to commencing the services and maintaining such necessary consents throughout the services period.

#### 5. ALTERNATIVE TREATMENT METHOD

The Western Cape Government: Health and Wellness will also consider treatment technologies, other than incineration, that will treat HCRW in such a way as to render it non-infectious or sterile products and the residue to be unrecognizable sterile waste, which will contribute to waste minimization.

The Western Cape Government: Health and Wellness further reserve the right to evaluate and consider for acceptance any offer not meeting the exact requirements as set out in this specification.

Such an offer must be described in the fullest detail possible for the Department to take such an offer into consideration at adjudication.

All costs must be separated and illustrated accordingly.

Any deviation from the concept for the handling of hazardous waste streams, as set out in this specification, must be detailed and explained in full to the satisfaction of the Department.

Such an alternative option shall be available for inspection by representatives of the WCGHW Department.

#### 6. THE HEALTH CARE FACILITIES (HCF'S):

The Contractor shall service all WCGHW HCF'S located within the applicable District/s and that are included in the list of facilities. The list of facilities is presented in Annexure A.

The Contractor shall throughout the contract period have exclusive right for the supply of all disposable and re-usable containers used for HCRW as well as the collection and treatment of HCRW generated by any of the HCF's presented in the list of facilities, or any amended list as allowed for hereafter.

Where new facilities are commissioned or where existing facilities are shut down, the list of facilities can be amended by WCGHW during the contract period. The WCGHW shall give the Contractor written notice of any amendments to the list of facilities.

The Contractor shall upon receiving such notice, liaise with facilities added to the list and arrange with the Department's representative and the immediate facility (within 24hrs) for the commencement of services at such facility.

Likewise, the Contractor shall in consultation with the Department's representative and the facility terminate its services to facilities that may be removed from the list.

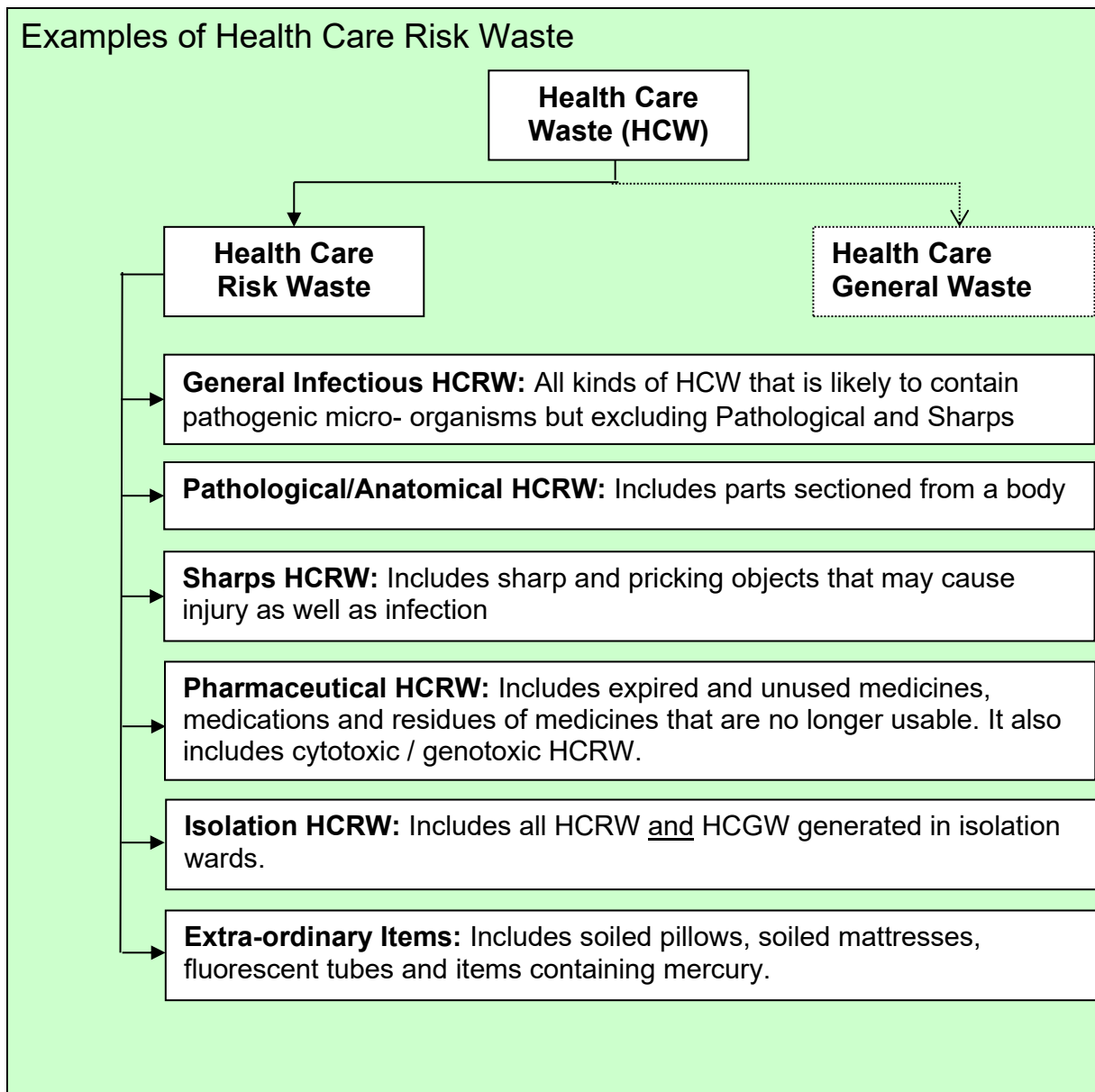
#### 7. THE HEALTH CARE RISK WASTE:

##### *Caveat:*

It is a general rule in health care facilities that all human bodily fluids, tissues and other non-Sterile materials and instruments that have been in contact with open wounds or bodily fluid from humans are infected, whether the patient was diseased or not.

Thus the need to always treat all health care risk waste as contaminated or infected and therefore infectious; this is an utmost requirement of the contract. Therefore, health care risk waste is regarded the same as infectious waste.

Further HCRW has the potential to create a few 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.



In the above the six main categories of HCRW forming part of this Contract are illustrated with examples given of the most commonly found components.

Cytotoxic Waste shall also form part of this contract.

Radioactive waste is not to be collected by the Contractor and remains outside the scope of this Contract. For this Contract, HCRW with a reading of less 74 Bq is not considered to be radioactive HCRW.

## 8. EVALUATION METHODOLOGY:

The offer/s received shall be evaluated amongst other on; i.e.

### PHASE 1

Attending compulsory briefing session - Failure to attend this compulsory briefing session will result in disqualification of your offer. (As published in the advert on the National Treasury eTender portal website).

### Phase 2

Desktop Evaluation. Compliance to the bid and contract requirements and conditions. (E.g. Supply of ALL mandatory documentation).

### PHASE 3

Site assessment will be conducted at bidders passing phase 2 to further evaluate and verify their compliance, capacity and capability, to render the service to the Healthcare facilities. Site Visit Evaluation Criteria has a minimum threshold to qualify is 80 points. If bidders do not pass the 80% threshold they will not advance to Phase 4.

### PHASE 4

Evaluation of submitted pricing and BBBEE point scoring will be done for bidders passing phase 2 and 3.

## 9. MANDATORY REQUIREMENTS

The following permits and/or authorizations in terms of current legislation, where applicable, must be included with the bid. Failure to submit certified copies of relevant permits or authorizations will invalidate bidder's offer. **Certified copies must not be older than 3 months.** Where any part of the service is done by a 3<sup>rd</sup> party ALL applicable license/permits as per below must also be provided for such a 3<sup>rd</sup> party. The following must be compiled in a single section of your offer.

- |  |
|--|
| <ul style="list-style-type: none"> <li>Permit to operate a hazardous waste site in terms of Section 20 of the Environment Conservation Act 73 of 1989; (if operating prior to July 2009) or a Waste Management license in terms of the NEMA Waste Act 59 of 2008 (if operating after July 2009)</li> </ul>   |
| <ul style="list-style-type: none"> <li>Permit to incinerate (APPA Permit or Air Emission license), in order to dispose of health care risk waste, by means of incineration, complying with all terms and conditions attached to such a permit or authorization. (dependant on approved treatment methodology)</li> </ul>   |
| <ul style="list-style-type: none"> <li>Licences or certification of registration of vehicles to transport health care risk waste in terms of relevant legislation, local authority by-laws or regulatory prescripts;</li> </ul>  |
| <ul style="list-style-type: none"> <li>Transfer station permit (as applicable)</li> </ul>  |
| <ul style="list-style-type: none"> <li>Permit to dispose of treated HCRW i.e. Licence/s for the relevant landfill facility/s</li> </ul>  |
| <ul style="list-style-type: none"> <li>Trade effluent permit to be able to discard wastewater to sewer from the treatment process, washing of vehicles and/ or reusable containers (as applicable) Should the SP dispose/discard waste waster in an alternative method, they must provide the department with relevant certificate. Proof of wastewater disposal shall, where applicable, include disposal certificates, treatment facility records, contractor reports, or written confirmation from authorized service providers. Failure to provide acceptable proof of compliant wastewater disposal may result in the bid being deemed non-responsive or in the termination of the contract. All disposal practices must comply with the National Environmental Management: Waste Act, 2008 (Act 59 of 2008), the National Water Act, 1998 (Act 36 of 1998), applicable provincial Health Care Risk Waste regulations, and SANS 10248-1.</li> </ul> |
| <ul style="list-style-type: none"> <li>Proof of registration (certificate) on the IPWIS or/and SAWIS system.</li> </ul>  |
| <ul style="list-style-type: none"> <li>Proof of Registration (certificate) with the Workman's Compensation Commissioner (Letter of Good Standing) Compensation for Occupational Injuries and Diseases Act (COIDA)</li> </ul>   |

<ul style="list-style-type: none"> <li>Valid Public Liability Insurance Certificate - A minimum cover of 20 million rand.</li> </ul> <p>The contractor shall always be responsible for the acts and omissions, e.g. death, injury, assault, unlawful unrest, etc. of their employees when they provide any services to the Western Cape Government in terms of the bid and act within the course and scope of these duties and employment.</p> <p>The contractor indemnifies and holds the Western Cape Government blameless against the damage to property and loss of property of the Western Cape Government and any third party that may be involved.</p> <p>The successful bidder must obtain Public Liability Insurance at their own cost commensurate with the risks to which they are exposed to. Such insurance must also make provision for all vicarious losses and claims for which the bidder or their staff may be responsible for. It is a condition of this bid that the successful bidder must submit proof of its Public Liability Insurance with their bid offer. The bidder undertakes to obtain and maintain appropriate public liability insurance for the duration of the contract.</p> <p>Any non-compliance with this condition will render the contract award null and void.</p>	
<ul style="list-style-type: none"> <li>Copy of Delivery Note that will be used during the contract period</li> </ul> <p>All disposable and reusable containers delivery note shall be duplicate carbonised copies, where the first copy shall be submitted to the HCWO, or its representative, at the time of delivery with a heading clearly indicating it is a delivery note.</p>	
<ul style="list-style-type: none"> <li>Copy of a waste manifest that will be used during the contract period:</li> </ul> <p>From cradle to grave (collection, transportation, treatment and safe disposal of HCRW) Example of the Waste Manifest that will be used during the contract period</p> <p>The manifest document shall be in three-fold at the time and place of the HCRW collection, with each copy signed by the HCWO or his/her nominated representative and the service provider. One signed copy of the manifest document shall be retained by the HCWO before the service provider leaves the HCF.</p>	
<ul style="list-style-type: none"> <li>Copy of a Disposal Certificate that will be used during the contract period:</li> </ul> <p>The Disposal certificate shall be a different colour to the rest of the waste manifest</p>	
Drivers certification and authorization as required by law:	
<ul style="list-style-type: none"> <li>Professional Driving Permit (PrDP) (PDP and Dangerous Goods Permit)</li> </ul>	
<ul style="list-style-type: none"> <li>Hazchem Certificate (training done every 2 years)</li> </ul>	
<ul style="list-style-type: none"> <li>Medical Fitness Certificate</li> </ul>	
<ul style="list-style-type: none"> <li>Copies of applicable certifications and authorizations of existing vehicles i.e. Vehicles – Tremcards, Hazard class (detailing hazard class which vehicle is permitted to transport), National emergency contact details (Accident and Spill Response), Action plan in the event of vehicle accident</li> </ul>	
<ul style="list-style-type: none"> <li>Bidders to provide photo evidence of all the containers, liners, accessories and extra ordinary articles listed in the pricing schedule</li> </ul>	

<ul style="list-style-type: none"> <li>• Picture of the scales inside the trucks</li> <li>• Latest valid calibration certificate (not older than one (1) year)</li> </ul>
<ul style="list-style-type: none"> <li>• Appointment letter of Pharmacist, certified copy of ID, certified copy of registration at South African Pharmacy Council and valid proof of membership.</li> </ul>
<ul style="list-style-type: none"> <li>• Annexure A Electronic Pricing Schedule WCBD 3.1</li> </ul>
<ul style="list-style-type: none"> <li>• Annexure D Reference Letter 1 &amp; 2</li> </ul>
<ul style="list-style-type: none"> <li>• Annexure G: Operational Capacity &amp; Capability questionnaire</li> </ul>
<ul style="list-style-type: none"> <li>• Annexure H: Comprehensive Contingency plan</li> </ul>

The following can also be submitted in addition to the above:

- Any ISO Standards certificates (e.g. 45001;14 000)
- The latest external audit report

#### 10. APPLICABLE LEGISLATION FOR THIS BID:

The service will comply with the minimum standards as set out in the latest versions of relevant legislation:

##### 10.1 Acts and Regulations

- The Constitution of the Republic of South Africa, Act 108 of 1996
- The National Waste Management Strategy, November 2011
- *National Legislation:*
  - Atmospheric Pollution Prevention Act, 1956 (Act No. 45 of 1965)
  - Environment Conservation Act, 1989 (Act No. 73 of 1989)
  - Hazardous Substances Act, 1973 (Act No. 15 of 1973)
  - Health Act, 1977 (Act No. 63 of 1977)
  - National Environmental Management Act, 1998 (Act No. 107 of 1998)
  - National Nuclear Regulator Act, 1999 (Act No. 47 of 1999)
  - National Road Traffic Act, 1996 (Act No. 93 of 1996)
  - National Road Traffic Amendment Act, 1998 (Act No. 8 of 1998)
  - National Water Act, 1998 (Act No. 36 of 1998)
  - Nuclear Energy Act, 1999 (Act No. 46 of 1999)
  - Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
  - Medicines and Related Substances Act, 1965 (Act 101 of 1965)
  - National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008)
- *Provincial Legislation*
  - Western Cape Health Care Waste Act of 2007
  - Western Cape Healthcare Waste Management Amendment Act, No.6 of 2010
  - Western Cape Health Care Risk Waste Management Regulations, 2013
  - Municipal and other Authority laws and regulations controlling the transport of hazardous substances.

### 10.2 Standards/Codes and Policies:

#### General Conditions of contract. (GCC)

- SANS 10228: 2006: The identification and classification of dangerous goods for transport.
- SANS 10229-1: 2005: Transport of Dangerous Goods - Packaging and large packaging for road and rail transport.
- SANS 10233: 2008: Transport of Dangerous Goods - Intermediate Bulk Containers for road and rail transport.
- SANS 10248: 2004: Management of Health Care Waste.
- SANS 10248-1: 2008: Management of Health Care Waste – Part 1: Management of health care risk waste from a health care facility.
- "Minimum Requirements for Handling, Classification and Disposal of Hazardous Waste, Second Edition 1998", Department of Water Affairs and Forestry.
- "Minimum Requirements for Waste Disposal by Landfill, Second Edition 1998", Department of Water Affairs and Forestry.
- WCGHW HCRW Management Policy

### 11. DISTRIBUTION AND SUPPLY OF THE CONTAINERS TO HCF'S:

The Contractor shall deliver all disposable containers, to the individual HCFs within 5 calendar days from receipt of a written order. Failure to do so shall constitute a Service Failure.

The Contractor shall at all times ensure that the HCFs have sufficient supply of Reusable Containers. It is the Contractor's responsibility to estimate and monitor each HCFs need for reusable containers. Should a HCF experiences a shortage in the supply of Reusable Containers, the Contractor will be notified and if the Contractor fails to abate the shortage within 24 hours from the time of notice, it shall constitute a Service Failure

New containers may only be delivered during a HCRW collection round if:

- A dedicated isolated compartment is provided on the HCRW Vehicle for the separate transport of new Containers;
- A dedicated trailer is used for the separate transport of new containers;
- A separate dedicated vehicle is used for the transport of new containers.

A standardized delivery form for record purposes should be provided by the contractor to all Health Care Facilities. The delivery form should be different from the Waste Manifest document. All container delivery sheets shall be duplicate or triplicate carbonised copies or similar approved.

### 12. REUSABLE CONTAINERS: OWNERSHIP, MAINTENANCE, AND SUPPLY TO HCFS

The Contractor shall maintain ownership of all Reusable Containers throughout the Contract Period.

The Contractor shall ensure that Reusable Containers supplied to the HCFs are at all times suitable for collection and transportation of the HCRW. Reusable Containers supplied to the HCFs shall be fully functional and without visible cracks or excessive surface wear.

All wheels (where applicable), brakes (where applicable), lids and hinges (where applicable) on Reusable Containers must be fully operational.

Inspections for physical damage of Reusable Containers is however to be done each time when responsibility for Containers is transferred between the Contractor and the HCF, i.e. during delivery of empty Reusable Containers and during collection of full Reusable Containers.

Where a Reusable Container delivered by the Contractor is found to be severely damaged, the HCF has the right to refuse acceptance of such Reusable Container, upon which the Contractor is to replace the damaged Reusable Container with an undamaged container.

The HCFs shall have the right to reject a Reusable Container if it is visibly dirty, not properly maintained or properly cleaned (free from cracks, stains, odour, broken lid) and decontaminated. Annexure E describes the requirements for cleaning and decontamination of Reusable Containers. **Annexure E: Cleaning, Decontamination & Inspection of Reusable HCRW Containers and HCRW Vehicles**

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

Decontaminated Reusable Containers may only be delivered if:

- A dedicated isolated compartment is provided on a HCRW Vehicle for the separate transport of decontaminated Reusable Containers;
- A dedicated trailer is used for the separate transport of decontaminated Reusable Containers;
- A separate dedicated vehicle is used for the transport of decontaminated Reusable Containers.

Irrespective of the transport method used during delivery, the Contractor will remain responsible for ensuring that new Reusable Containers are not contaminated during the transport and delivery thereof.

Supply of a Reusable Container that does not comply with these requirements shall constitute a Service Failure.

The Department has the right to request periodic swab tests results done by the contractor (at their own expense) on Reusable Containers delivered to the HCF, to validate the efficacy of the decontamination.

### 13. HCRW CONTAINER DELIVERY :

The contractor shall liaise with each HCF to establish acceptable delivery times and locations to which new containers shall be delivered. Irrespective of the mode of transport during delivery, the contractor will remain responsible for ensuring that new containers are not contaminated during the transport and delivery thereof.

### 14. TRACKING SYSTEM FOR CONTAINERS (APPLICABLE TO BOTH DISPOSABLE AND RE-USABLE CONTAINERS):

The contractor must provide an appropriate electronic tracking system to ensure that at any time during the contract period records exist of all containers in the care of any particular HCF, or alternatively of containers delivered to the Treatment Plant.

The electronic identification system to be used 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 HCF Manager, or its representative.

The requirement of container marking as described below, is however still to be adhered to even though an electronic recording system 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 durable and shall be resistant to any tear and wear sustained during handling, movement etc.

The tracking system shall as a minimum ensure that a receipt signed by the contractor and the HCF's representative, is issued every time containers are delivered to a HCF or collected from a HCF.

A copy of the receipt shall be submitted to the Facility Manager or HCW officer, at the time of collection and/or 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 time of arrival as well as the waste category it contains.

The Treatment Plant shall on a monthly basis issue a certificate stating the identification codes of the containers received, the contents treated and the time of treatment as part of the Waste Manifest System.

#### 15. COLLECTION, STORAGE AND WEIGHING OF THE HCRW:

The HCF is responsible for the internal collection and transport of the containerised HCRW, from the wards and units to the HCRW Collection Point.

The contractor shall ensure that no HCRW is left unattended between the time when it is removed from the HCRW Collection Point and the time when it is delivered to the Treatment Plant.

The contractor shall collect HCRW from the HCFs in accordance with the Collection Programme.

The contractor shall notify the affected HCFs, Department's Representative and HCW Coordinator in writing of any proposed change/s to the Collection Programme, a month prior to such changes taking effect.

The contractor is to note before implementation of proposed change/s to the collection programme the HCF, Department Representative/s and HCW Coordinator must be in consensus and agreement on such proposed change/s.

Where the contractor fails to collect HCRW in accordance with the collection programme shall constitute a service failure.

HCRW collection rounds shall be undertaken between 7:30 and 16:00.

HCRW collection outside of the aforesaid hours shall only be permitted if the HCF agrees with the contractor in writing.

For the HCRW collection vehicle drivers to communicate with HCFs on any delays in collection times that may result from breakdowns or emergency situations, it will be expected for the HCRW Vehicle drivers to be in direct communication with HCFs or alternatively through its Head Office which will communicate with the HCF. Therefore communication systems will be required on all HCRW Vehicles and could be in the form of cellular phones, two-way radios etc.

#### 15.1 HCRW COLLECTION POINTS:

HCRW Collection Point/s indicates the specific location of where the types of HCRW must be collected. It is at these points that the contractor assumes responsibility for the waste. The contractor must prevent public access to health care risk waste or HCRW container in which it is stored, from the time the HCRW is placed in his or her possession until the HCRW is handed over to the treater or the disposer. The Contractor shall in its liaison with each HCF, establish the location of the HCRW Collection Point(s). HCFs may due to its size have more than one HCRW Collection Point.

In general, the collection of HCRW will take place at the following waste storage points unless otherwise specified:

- The HCRW Collection Point for Infectious non-pathological HCRW and sharps will generally be a final HCRW storage room at the HCF.
- HCFs are to collect and deliver the HCRW to this storage area in the containers provided.
- Mortuaries can in general be the HCRW Collection Points for Pathological HCRW at the Hospitals, with Pathological HCRW from Clinics with MOU's to be collected from freezers.
- The pharmacies will be the collection point for any Pharmaceutical HCRW that is collected and placed in secure storage at the Pharmacy;
- Wards in isolation will be the Collection Points for HCRW; and
- Stores/workshops in general will be the collection point for Extraordinary Items.

HCRW shall become the contractor's responsibility once the registration sheet forming part of the manifest system has been completed and signed at the HCRW Collection Point.

Where any difficulties in terms of access to the HCRW Collection point/s may have been identified, such concerns 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 HCF

- (i) identify an alternative HCRW Collection Point, or
- (ii) make the necessary modifications that will ensure reasonable unobstructed access enabling collection of the HCRW.

Employees of the contractor must display the contractor's logo or a form of identification on their uniform when collecting health care risk waste from health facilities.

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

All spills shall be cleaned with the appropriate spill kit provided by the contractor. The HCF and Department Representative shall be made aware of all spills. All spills shall be recorded as an incident on the contractor's incident investigation report.

#### *15.2 STORAGE OF HEALTH CARE RISK WASTE:*

The HCRW can for a limited period be stored at the HCRW Collection Point to make collection and transport cost effective. The Contractor shall, however, ensure that the following maximum storage times at the HCF's are not exceeded:

- Pathological HCRW (including placentas): Maximum storage time of 7 days if kept refrigerated at or below -2-degree C, otherwise 24 hours;
- Sharps HCRW: Maximum storage time of 90 days;
- Isolation HCRW: Maximum storage time of 4 hours after receiving a request for collection;
- Extraordinary Items: Maximum storage time of 30 days after receiving a request.
- Pharmaceutical HCRW: Maximum storage time of 90 days;
- In the case of all other HCRW, 14 days

Storage time at the HCRW Collection Point shall be determined from the time when the HCRW is placed at the HCRW Collection Point by the HCF, until it is removed by the Contractor.

The contractor shall deliver the HCRW to the Treatment Plant or its licensed storage facility on the same day that the HCRW is removed from the HCF. Failure to deliver HCRW to the Treatment Plant/Licensed Storage facility the same day it has been removed from the HCRW Collection Point shall constitute a Service Failure.

#### *15.3 FREQUENCY OF HCRW COLLECTION:*

In addition to the requirement that maximum HCRW storage times are not to be exceeded, the Contractor shall perform collections at the HCFs as per the **Annexure B Facilities Collection List**.

All HCRW stored at any particular HCF is to be cleared on the day of collection, without any HCRW remaining at the HCRW Collection Point. HCRW left behind at the HCRW Collection Point by the end of the collection day shall constitute a Service Failure.

Failure to adhere to collection schedule without prior notification of any deviations, shall constitute a service failure. The Contractor shall notify the HCF'S in writing at least 24 hours in advance in case of deviations from the agreed collection schedule.

The contractor must guarantee all scheduled collections and attend to any problems that may arise in between collection, treatment and disposal of HCRW.

Any emergency services undertaken need to be reported immediately to the Health Care Facility Manager and Departments Representative in writing.

Failure to report emergency services undertaken shall constitute a service failure.

#### *15.4 WEIGHING OF THE HCRW:*

The Contractor shall provide a suitable scale (together with a SANS certified calibration weight) for weighing of the HCRW at the time of collection from each HCF.

All mobile scales are to be equipped with rechargeable power supplies, with appropriate backup to ensure uninterrupted and continuous use.

Arriving for a waste collection at a HCF without a scale or a functional(charged) scale shall constitute a service failure.

#### *15.5 CALIBRATION OF SCALES:*

All scales used for weighing the HCRW 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. The contractor is to ensure calibration of scales, every six (6) months and authenticated copies of all calibration certificates shall be submitted to the Department's Representative.

The certified calibration weight must be available on the HCRW Vehicles in order to determine the accuracy of scales. The HCF representative shall have the right to verify calibration of the scales.

If this verification indicates, an error of more than that allowed by the independent and accredited calibration authority, 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.

The contractor shall in the interim supply a replacement unit.

#### *15.6 CONTAINER QUANTITY AND WEIGHING DISCREPANCIES DURING HCRW COLLECTIONS:*

The container quantity & weighing of the HCRW must be performed at the HCF under the supervision and presence of the HCW officer/ HCF's representative. This shall also form part of the basis for payment for the Collection, transport, Treatment and disposal of the HCRW.

To minimise the risk of human error during mass data recording when HCRW is collected from HCFs, preference is to be given to electronic recording and transfer of data, provided that verification of the recorded masses can still be done by the HCW Officer or its representative.

#### *15.7 Recording of HCRW collected:*

The Contractor shall as part of the Service delivery implement a recording system that will form part of a Manifest System as well as the basis of payment for services rendered.

For each consignment of HCRW collected, the contractor shall issue a Recording Sheet forming part of the Manifest System and containing information on:

- Identification numbers of Containers collected (if applicable);
- Type (volume) and net mass of each Container;
- HCRW categories, i.e. General Infectious HCRW, Pathological HCRW, Sharps HCRW, Pharmaceutical HCRW or Isolation HCRW for various container types;
- Type and number of respective Extraordinary Items collected;
- Time and date of collection;
- HCRW Vehicle registration number;
- Driver details;
- Details of HCF representative witnessing HCRW collection.

The Recording Sheet forming part of the Manifest System shall be in three (3) fold at the time and place of HCRW collection, with each copy signed by the HCF nominated representative and the Contractor. One signed copy of the Recording Sheet is to be retained by the HCF before the Contractor leaves the HCF.

The Contractor must ensure that the HCRW is recorded on a form similarly structured, with the required information as per Annexure 3, Form 1 as per WESTERN CAPE HEALTH CARE WASTE MANAGEMENT ACT, 2007 (ACT 7 OF 2007); WESTERN CAPE HEALTH CARE RISKWASTE MANAGEMENT REGULATIONS, 2013.

The Contractor is to issue a destruction certificate for every HCRW collected/uplifted from a HCF to confirm appropriate Treatment and / or disposal of such HCRW.

The aforesaid certificate is to be submitted to the HCW Officer at the affected HCF, within 30 days in which any of the aforesaid HCRW were treated and / disposed off. Failure to submit the destruction or disposal certificate within 30 days from the date the Waste was treated and/disposed off shall constitute a Service Failure.

#### 15.8 DISPOSAL CERTIFICATE:

The Contractor must have a functioning electronic system in place where the Department is able to download the electronic version of the Disposal certificate, in addition a hard copy needs to be sent with the invoice. The electronic system needs to be functioning for the entire contract period.

#### 16. ISOLATION HCRW:

Once any Hospital notified the Contractor of the existence of Isolation HCRW at that Hospital, the Contractor shall arrange for the Collection of such Isolation HCRW in consultation with the Hospital's HCW Officer. Isolation HCRW is to be removed within 4 hours of the Contractor having been notified by the Hospital.

Isolation HCRW will be containerized in double sealed liners, in turn placed in a sealed Isolation HCRW container to be supplied by the Contractor to the affected hospitals and clearly marked "Isolation HCRW". All contractor staff exposed to Isolation HCRW shall be equipped with appropriate Personal Protection Equipment.

The Contractor shall collect Isolation HCRW for transport, Treatment and disposal thereof in accordance with these project specifications, with all Isolation HCRW to be treated by means of only incineration.

#### 17. EXTRAORDINARY ITEMS:

Where a particular HCF notifies the contractor of the existence of extraordinary Items (e.g. products containing mercury, mercury thermometers, fluorescent tubes etc.) at that HCF, the contractor shall arrange for the collection of such extraordinary items in consultation with the HCF's HCW Officer. The contractor shall collect extraordinary items for transport, treatment and disposal thereof in accordance with these Project Specifications.

Fluorescent tubes shall not be damaged during collection and transport, thus preventing uncontrolled emission of mercury. For safe transport, fluorescent tubes should be placed in lamp safe boxes.

Extraordinary Items that are not listed in the Schedule of Rates and Quantities shall not be removed from the HCF premises unless the contractor has issued the Department

Representative with a market-related quotation giving a detailed breakdown of costs for the safe and appropriate collection, transport, treatment and disposal thereof in accordance with all applicable consents and statutory requirements.

On receipt of a written instruction from the HCFs HCW Officer to proceed, the Contractor will arrange for the collection, transport, treatment and disposal of the Extraordinary Items in accordance with these Project Specifications as well as all applicable Consents and Statutory Requirements.

The Department, however, reserves the right to reject the quotation and obtain quotations from other service providers, should the HCF HCW officer be of the opinion that the quotation submitted by the contractor was not market related.

The contractor shall issue a separate invoice for handling of Extraordinary Items not listed in the Schedule of Rates and Quantities, providing a detailed cost breakdown in accordance with the accepted quotation. A copy of the safe disposal certificate forming part of the manifest system is to be attached to the invoices.

#### 18. MOBILE CLINICS/ AMBULANCES:

Mobile Clinics/Ambulances starts and finish the day at a fix clinic/Emergency Medical Service (EMS) centre. HCRW from a mobile Clinic/Ambulance shall be handled together with the HCRW from the fix Clinic/EMS centre to which the mobile Clinic/Ambulance is associated.

#### 19. REQUIREMENTS FOR THE TRANSPORTATION OF THE HEALTH CARE RISK WASTE

The contractor shall transport all HCRW from the Collection Points at the HCFs to the Treatment Plant in accordance with the requirements of the National Road Traffic Act (Act 93 of 1996) and the National Road Traffic Amendment Act, 1998 (Act No. 8 of 1998), and regulations 273A 30 December 2001 as applicable for the transportation of dangerous goods.

The Contractor shall at all times observe the required health and safety measures and shall avoid spillage of HCRW.

The contractor must remove health care risk waste from the HCF, transport and store, and deliver such HCRW to the treatment facility. The treatment facility must ensure that the treated residue/ ash is then disposed of in a safe manner, so that it will not pose a threat to human health or the environment.

Storage and transport of filled & sealed containers shall comply with the requirements of the by-laws of the various Local Municipalities, through whose areas of jurisdiction the HCRW must be transported.

The contractor must comply with the following requirements:

- May not remove any HCRW from the containers once the HCRW has been placed into the container for storage by the HCFs
- Transport and store health care risk waste in such a way that no member of the public can gain access to the health care risk waste.
- In the event of a spillage the contractor shall immediately remove it. Failure to remove any spillage immediately will be seen as a Service Failure.
- A health care risk waste container may not be left unattended, unless firmly secured, during the transportation.
- The contractor may not manually lift a health care risk waste container that weighs in excess of 15 kg.

#### 19.1 THE REQUIREMENTS FOR THE HEALTH CARE RISK WASTE VEHICLES:

All HCRW Vehicles shall comply with the relevant standards laid down by the National Road Traffic Act, 1996 (Act 93 of 1996) and the National Road Traffic Amendment Act, 1998 (Act No. 8 of 1998), as well as any Necessary Consent.

The contractor shall transport health care risk waste in vehicles that shall/ be:

- Capable of containing the health care risk waste;
- Designed to prevent spillage and equipped with emergency equipment, including spill kits containing personal protective equipment; fire-extinguishers and disinfectants and the staff shall be trained in the effective use of such emergency equipment.
- Constructed of materials which are easy to clean and to disinfect;
- Capable of being made secured in order to prevent unauthorized access;
- An enclosed sealed construction;
- Have a seamless interior panel construction e.g. corners shall be rounded, and surfaces shall be smooth, without any material joints creating the opportunity for dirt collection.

- Have tight-fitting leak-proof door;
- The vehicles must display the type of cargo, contractor's information and emergency telephone number;
- Safe loading mechanisms & procedure to be made possible with the vehicles;
- Access to the vehicle must be restricted.
- A contractor may not allow his/ employees to manually lift HCRW that weighs in excess of 15kg.

Further the contractor must make use of drivers that is suitably trained by a training body approved by the National Department of Transport and the driver/s shall be in possession of a certificate issued by the training body to qualify for a category "D" Professional Driving Permit (PDP).

The training referred to in the above must include training on:

- Emergency procedures in the event of an accident or spill; and
- The effective use of the emergency equipment

The HCRW Vehicles used shall be for the sole purpose of transporting HCRW and may not be used for any other purposes.

Hired vehicles may also not be used as HCRW Vehicles, unless it is confirmed that such vehicles are compliant with the relevant legislation and not used for any purpose other than the transport of HCRW.

When required to transport HCRW containing mercury or Isolation HCRW that requires a UN number different from General Infectious HCRW, the Contractor must ensure that these categories of HCRW are transported, treated and disposed, in accordance with the specific requirements for the particular category of HCRW to be transported. (3<sup>rd</sup> party participation to permitted, specialist contractors may be necessary).

Storage compartments on HCRW Vehicles shall not have any holes or openings that could result in leaking of liquids that may accidentally have spilt from containers.

There shall be a suitable method for fastening and securing the filled and sealed HCRW containers, thus reducing the risk of spills and ensuring that there is no sudden movement of the HCRW.

#### 20. TREATMENT OF THE HEALTH CARE RISK WASTE:

The contractor shall treat the HCRW from all HCFs in accordance with the Regulations and the Necessary Consents.

The treatment of HCRW shall prevent any intentional or unintentional reuse of objects such as syringes sharps etc. by destroying these objects and rendering it harmless to humans.

The objective of the health care risk waste treatment technology must be three fold i.e.:

- Render the material non-infectious.
- Render the material unrecognisable / un-reusable.
- Be environmentally friendly.

Disposal of the residue must be on a class H: H landfill site or a landfill that is permitted to accept the treated residue.

##### 20.1 Requirements for HCRW Treatment:

Pathological (Anatomical) HCRW shall only be treated by means of controlled combustion treatment/ incineration.

Isolation HCRW shall also only be treated by means of controlled combustion treatment.

For Pharmaceutical HCRW, Medicines of Schedules 0 to 4 also to be treated by means of controlled combustion, with Schedules 5 and 6 treated in accordance with the requirements of the SAHPRA guidelines.

Fluorescent tubes and mercury thermometers removed as Extraordinary Items are only to be disposed of on an appropriately permitted, developed and operated H:H hazardous waste landfill.

Further the following service is required:

- A certificate indicating the treatment methodology and /Or a safe disposal certificate is required if the residues are disposed of.
- The supply of appropriate quality containers for the onsite temporary storage of the CFL tubes.
- Training on the handling of the CFL waste must be provided.
- A collection service as required when containers are full must be provided

The Contractor shall further ensure that all HCRW is stored & treated as per the requirements of its waste management licence and in accordance with the Necessary Consents.

#### *20.2 Handling and storing of HCRW at the Treatment Plant:*

The procedures and equipment for unloading the HCRW shall be so designed, to reduce the risk of exposure of workers and minimise the manual handling of the HCRW.

The Contractor shall further ensure that all HCRW is handled & stored as per the requirements of its waste management licence/permits and in accordance with the Necessary Consents.

#### **21. RESIDUES DISPOSAL:**

The contractor shall be responsible for the safe and environmentally sound disposal of all residues from the treatment of the HCRW. The residues shall be disposed of in accordance with the necessary statutory requirements.

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, nuisance or inconvenience or any environmental damage 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.

The contractor shall meet all costs associated with the transportation and disposal of the residues.

The contractor shall, as part of the manifest system, obtain a safe disposal certificate from the operator of the landfill used for disposal of the residues.

#### **22. CONSULTANCY SUPPORT AND TRAINING:**

##### *22.1 Consultancy Support/ Helpdesk:*

In terms of Section 10 of the OH&S Act 85 of 1993, the Contractor is required to ensure that the equipment and containers supplied are safe and without risk to health and/or safety when properly used. An on-going and compulsory Consultancy Support service is therefore to be rendered to all HCFs with the purpose of enhancing safe and effective management of the HCW System.

This service is not limited to the following and can include i.e. the provision of information, instruction/s and advice on the safe placing and use of the equipment and containers provided by the Contractor. This is being regarded as an integral component in rendering a comprehensive service to WCGHW.

##### *22.2 Training and Consultancy Support:*

The Contractor shall provide a Training Programme and consultancy support to Facilities, with the purpose of enhancing safe and effective handling and management of the HCRW. The Training Programme shall enhance the skills and knowledge of the trainees with regard to the handling and management of HCRW.

The contractor in consultation with the Departmental representatives will develop the annual training plan inclusive of the training dates and times, which will be shared with the various districts/facilities.

The Training programmes can be conducted on-site or via virtual sessions, hybrid sessions. The contractor to provide as a minimum of one training session per facility and or district per annum.

The trainer as a minimum shall have 2 years' experience the field and background of health care waste management, occupational health and safety, environmental science, spill management and infection prevention and control, safety or quality assurance and the ability to work in English and any of the other official South African languages.

The training programme shall contain, but will not be limited to the following; waste, effective segregation of waste, packaging, and storage will be promoted amongst all designated staff, enhancing a safe operation of the HCRW systems, emergency procedures in the event of an accident or spill, the effective use of the emergency equipment, examples of all training materials (pamphlets etc.) to be used by the service provider; Pre and post evaluation forms and attendance verification.

The Contractor will be required to consult with the Department's Representative to arrange an information session for guidance and assistance on the training materials and methods applied. Training programmes will be coordinated from the Department of Health Provincial office. Provincial office working in collaboration with the different District Offices will communicate training schedules to district and health care facilities ensuring appropriate logistics are adhered to.

### 23. HANDOVER OF SERVICES:

When the Contract Period approaches its end, the Contractor shall liaise with the Department's Representative and the newly appointed 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 30 days prior from the commencement date of the new contract.

The Contractor shall during this Handover Period liaise with the HCFs and ensure/assist that available stock of Containers are no more than one month's normal consumption for each individual HCF.

The Contractor shall, not later than the first day in the Handover Period, submit the following to the newly appointed contractor:

- List/s with names and contact details of all HCW Coordinators for the respective HCFs in that particular District;
- Lists with details on all HCRW Collection Points;
- Most recently updated Collection Programme used by the Contractor;
- Details of route planning for the Contractor's HCRW Vehicles;
- Inventories of types, sizes and numbers of HCRW Containers deployed in each HCF;
- Statistics on average monthly consumption / turnover for each of the different
- Disposable Containers and Reusable Containers supplied to the respective HCFs.

The bidder needs to note that there is a requirement for collection of the previous suppliers (foreign) containers and the disposal thereof.

### 24. COMMUNICATIONS:

The Contractor will be required to have regular communication and feedback with the Department through pre-determined meetings and by providing various reports and other information as requested.

#### 24.1 Meetings:

The Contractor shall at all meetings be represented by a person suitably qualified and authorised to make commitments and enter into agreements on behalf of the Contractor. Failure by the Contractor to be appropriately represented at project meetings constitutes a Service Failure.

#### *24.1.1 Monthly Progress Meetings:*

For the first year of the Contract, Monthly Progress Meetings will be held with the Contractor and the Contractor will be required to attend these meetings at a date and venue as agreed with the Department's Representative.

The Contractor will be required to present the Monthly Progress Report at these meetings together with any other reports that are required by these Project Specifications or that are specifically requested by the Department.

Depending on the Contractor's performance in rendering the required services, the Department may for the remaining years of the Contract consider changing the Monthly Progress Meetings to Bi-Monthly Meetings or Quarterly Meetings.

Should either party require any meetings in addition to the Monthly Progress Meetings, such meeting shall be convened by giving, unless otherwise agreed, at least 1 weeks' prior written notice to the other party.

#### *24.1.2 Annual Status Quo Meeting:*

An Annual Status Quo Meeting shall be conducted between the Department's Representative and the Contractor. The purpose of the Annual Status Quo Meeting shall be to review the status of HCW Management for the Districts in the Province, followed by a strategic discussion around any special actions to be taken during the following year. The Contractor will be required to present an Annual Status Quo Report as described further below in the applicable section.

#### *24.2 Reports:*

Various reports are required to be compiled and submitted to the Department at regular intervals.

##### *24.2.1 Weekly HCFs HCRW collection report:*

For the first year the contractor shall prepare and submit electronically weekly reports providing information/details on HCRW collections at the HCF's based upon the collection programme. The weekly HCRW collection report shall commence on the commencement of service date. Such a report will depict information over a 7 calendar day period i.e. Monday till Sunday. The weekly HCRW collection report will be submitted to the Department's Representative on every Monday of a week depicting information on collections performed for the previous week.

Depending on the Contractor's performance in rendering the required services, the Department may for the remaining years of the Contract consider changing the weekly HCRW collection report to Bi-weekly or for this information to be submitted with the Monthly Progress report.

The Department will provide the template that will inform such report.

##### *24.2.2 Monthly Progress Report:*

The Contractor shall prepare and submit a Monthly Progress Report throughout the Contract Period, which shall be submitted electronically and in hardcopy to the Department's Representative.

Each monthly progress report submitted shall cover one calendar month, starting on the 1<sup>st</sup> day of the month under consideration. The first monthly progress report shall cover the period from the Commencement of Services Date up to the end of the calendar month in which the Commencement of Services Date occurs. The monthly report covering the previous month will be submitted before or on the 7<sup>th</sup> of the new month.

Failure to submit the report before or by the 7<sup>th</sup> of the new month will constitute a service failure. The contractor is further to ensure that such information contained within the monthly reports is accurate, precise and correct.

Monthly progress reports shall include:

- A record of the HCRW collected with information on weight/mass for each category of HCRW collected from the various HCF's, the date the HCRW was collected;
- A record on the date, each type and quantity of Container collected from each HCF;
- A record on the date, each type and quantity of Container supplied to each HCF;
- A record reflecting the date, each type and quantity of HCRW container requested by each HCF
- A summary on the type of treatment and safe disposal used for HCRW collected from each HCF;
- A financial review to present service costs for each HCF serviced;
- Advice on problems encountered specifically related to the HCRW Management standards maintained at each HCF, effectiveness of the HCRW Management System/s used;
- A summary of incident and accident reports submitted during the previous month, as well as the measures taken to rectify the situation and to prevent a reoccurrence of such incidents and accidents;
- Details of any unplanned outages experienced and of any planned outages expected
- Any relevant health and safety matters;
- Any relevant environmental matters

#### *24.2.3 Annual Status Quo Report:*

The Annual Status Quo Report shall describe in detail mostly the previous year's events and activities including all events that have affected the Contractor's ability to fulfil its obligations under this Contract. Furthermore, this report shall include details for the next year i.e. describing any planned events and activities. Copies of the Annual Report are to be delivered to the Department at least two weeks prior to the Annual HCRW Meeting.

The Annual Status Quo Report shall be submitted to the Department's Representative in final draft no later than 1 month after the end of the Department's Financial Year end. The first Annual Status Quo Report shall cover the period from Commencement of Services Date to the Department's Financial year end, and subsequent Annual Status Quo Reports shall cover the period from 1 April each year to 31 March the following year.

The Contractor shall as a minimum ensure that each annual report contains the following information:

#### *Organisational matters:*

- Key Personnel;
- Other staff;
- 3<sup>rd</sup> Party participants;
- Suppliers;
- Organisational changes.
- Special incidents (incidents that influenced the Contractor's compliance with these Specifications), e.g.:
  - Operational failures by interfacing parties like 3<sup>rd</sup> party participants and suppliers;
  - Operational failures by the Department, e.g. late payments;
  - Operational failures by HCFs, e.g. overloading of containers.
- The Contractor's Services Failures including a summary of Penalties imposed during the year under consideration.

#### *Health and Safety:*

- Summarised outcome of medical examinations undertaken on staff;
- Summary of Accident and Incident reports and measures taken to prevent reoccurrence thereof;
- Supply and usage of Personal Protective Equipment (PPE);
- Compliance with the OHS Act.

*Operational matters:*

- A record of the HCRW Containers delivered to each HCF with information on types and quantities of each type;
- A record of the HCRW collected with information on mass and volume for each HCRW category collected from the various HCFs in the District, as well as details on the destination of the HCRW;
- Graphs indicating container supply trends on a monthly as well as an annual basis (based on information generated from this Contract);
- Graphs indicating HCRW generation trends on a monthly as well as annual basis (based on information generated from this Contract);
- A record of the various HCRW categories treated and treatment plants used with information on mass and volume for each category of HCRW, together with the destination of the residues;
- Graphs indicating treatment trends on a monthly as well as an annual basis for each HCRW category (based on information generated from this Contract);
- HCRW generation rates per bed/day per HCFs;
- Management of specialised HCRW streams, e.g. Pathological HCRW, Pharmaceutical HCRW, Isolation HCRW, Extraordinary Items, etc.;
- Overview of strengths and weaknesses in Container ordering and supply;
- Overview of strengths and weaknesses in maintenance and supply of all Categories of Reusable containers;
- Overview of strengths and weaknesses in HCRW collection, transport, treatment and disposal.
- Preventative Maintenance of Plants, Machines and other equipment

*Financial Matters:*

- A financial review of service cost during the previous year broken down according to different HCFs, different components of services, etc.;
- Consumer Price Index during the previous year;
- Advice on actual and anticipated cash flow for each HCF.

*Environmental Matters:*

- Documentation on compliance with the Western Cape Health Care Waste Management Act & Regulations by means of verified documentation.

**24.2.4 Incident / Accident Reports:**

Incident / accident reports shall be issued by the Contractor. The format of such report shall be submitted to the Department's Representative for approval. Such reports are typically to be generated in the event of any emergency leading to accumulation of HCRW at any HCF / Transfer Station / Treatment Plant or events that affect the obligations of the Contractor or the Department under this Contract. Incident / accident reports shall also address environmental issues as well as health and safety related incidents.

The purpose of each incident / accident report shall be to keep the Department's Representative fully updated and informed of all activities and actions concerning emergencies or extraordinary situations. Incident / accident reports are further to be used for immediate and detailed reporting on any incidents / accidents that may impact on the health and safety of people, as well as environmental situations creating a risk of pollution. Examples of incidents to be reported on include i.e.

- HCRW spillage,
- illegal dumping of HCRW,
- dirty or damaged Reusable Containers,
- ill-fitting lids or lids not provided for Containers, etc.
- Accidents such as needle stick injuries, back injuries from lifting heavy containers, slips / falls, etc. shall be reported.
- All vehicle accidents must also be reported.

Incident/ accident reports shall be forwarded in electronic format to the Department's Representative by no later than noon the following day, with hard copies formally submitted within 7 days thereafter. Within the following 14 days, the incidents reported must be investigated in co-operation with the HCW Officer and remedial action taken to prevent future occurrence thereof and is to be recorded with the information circulated to the affected parties.

#### *24.2.5 HCW Management Inspection Reports:*

The contractor shall at all times provide the Department Representative and or Facility Manager / CEO 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 for courtesy visits, including training and conducting site inspections frequently.

The Treatment Plants, HCRW Vehicles and any other equipment / plant used by the Contractor to render the Services can be included in the inspection.

Such treatment plant/s, HCRW vehicles and equipment shall also be open for inspection by the Department's Representative/s.

The contractor shall further conduct quarterly inspections/audits at selected (selected by Department Representative/s) HCFs in the presence of the Department Representative, the HCWO.

The Contractor will be required to submit an inspection report, detailing the outcome of such inspections and remedial measures to be taken to address any non-compliance listed.

The Department's Representative as well as the HCW Coordinators shall act reasonably and coordinate their activities with the Contractors routine wherever appropriate and feasible.

#### **25. BUSINESS SUPPORT:**

The contractor shall appoint or have in place a Manager who shall be available 24hours/day, 7 days a week including public holidays for queries or emergencies for the duration of the contract period.

The contractor must collect waste on public holidays, in line with the collection schedule. The Contractor to communicate with facility beforehand if they must collect waste on public holidays.

#### **26. BACK-UP ARRANGEMENTS:**

The Contractor is required as part of the backup arrangements to nominate the backup Treatment Plant(s) to be used for the destruction of the HCRW for the duration of the Contract. Should the nominated Treatment Plants at any time during the Contract become a non-viable option for whatever reason, the Contractor is required to inform the Department in writing within 14 days of the occurrence and is also required to immediately nominate an alternative fully compliant HCRW Treatment Plant as its backup facility. Failure to do this will be considered to be a Service Failure

#### *26.1 Planned and Unplanned Outages at Treatment Plants:*

Without prejudice to any other obligation or liability of the Contractor under this Contract, if at any time during the Services Period the Contractor is prevented from processing HCRW at the Treatment Plant due to the occurrence of Planned or Unplanned Outages, then the Contractor shall invoke the backup arrangements during the period from the date of commencement of the Planned or Unplanned Outage until the date and time of cessation of such Planned or Unplanned Outage.

The backup arrangements shall ensure that HCRW is stored in a manner that avoids odour problems as well as health and safety hazards and in accordance with the Necessary Consents, by:

- Procuring the use of temporary cold storage facilities that are suitable for the storage of the expected quantities of HCRW, with the purpose of storing the HCRW until the cessation of the Planned or Unplanned Outage, or by;
- Procuring the use of an alternative Treatment Plant until the cessation of the Planned or Unplanned Outage.

The Contractor is required to inform the Department in writing of any Planned Outage no later than 1 month before its occurrence and confirmation of receipt must be obtained.

In the event of an Unplanned Outage, the Contractor is required to inform the Department in writing within 24 hours of the Unplanned Outage. In both cases, the Contractor is to give the Department written notification of how the backup arrangements will be instituted, the anticipated duration of the Outage and the contingency plans that will be put into place to prevent a build-up of HCRW at the HCFs. Failure to give this notification will be considered to be a Service Failure.

An Outage with a duration exceeding 2 weeks without suitable contingency plans in place will be considered to be a Service Failure. In addition to the implementation of the penalty as recorded in section 29; 26.1.....the Department reserves the right to source the necessary goods and services elsewhere and the bidder will be accountable for the additional expenditure attached for sourcing of such goods and services.

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.

#### *26.2 Breakage of HCRW collection vehicles:*

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

- Ensuring access to and securing the use of additional HCRW collection vehicles that are in compliance with these Specifications;
- Increasing the container delivery and HCRW 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 HCFs to ensure the availability of staff at the HCFs for the verification of containers delivered and HCRW collected.

Back-up HCRW collection vehicles are either to be provided in-house or it is to be sourced from other HCRW management service providers. The use of commercial rented trucks may only be used if they are dedicated only for the transport of HCRW as the use of general commercial vehicles could lead to the spread of infections. The use of undedicated commercial vehicles will be considered to be a Service Failure.

The unavailability of backup HCRW vehicles during routine maintenance of the HCRW Collection fleet would not be considered justification by the Contractor for requesting increased HCRW collection shifts from the HCFs. Labour unrest or strikes shall not be considered to be a reason for any shortage in the delivery of Containers, or any build-up of HCRW due to non-collection at the HCFs, or alternatively any backlog in the treatment of HCRW at the Treatment Plant.

The Department will not be liable for any additional payments resulting from the provision, implementation or use of backup facilities/resources.

#### **27. HEALTH AND SAFETY:**

The Contractor is required to abide by the requirements of the Occupational Health and Safety Act 85 of 1993 (OHSA). The Contractor is in particular to familiarize itself and comply with all safety regulations and statutes governing HCW management activities. The safety of the Contractor's personnel, its 3<sup>rd</sup> party personnel, as well as that of HCF staff members or members of the public, who may be adversely 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 the HCRW. This health and safety plan should fully conform to the requirements of OHSA and the Contractor shall ensure that all of its employees adhere to the requirements stipulated in the plan. A description is to be provided of amongst others of all equipment, procedures, training, and other measures that will be taken to ensure the health and safety of all personnel providing the services or likely to be affected by the services provided.

The Contractor shall in its Health and Safety Plan describe the immunisation programme that is implemented for all workers, as well as the Hepatitis B immunisation that will be available to workers in the event of needle stick injuries. Daily records of the Contractor's, as well as 3<sup>rd</sup> party, employees HCRW handling operations should be kept and all occupational health and safety incidents that may have been experienced during the day are to be reported, particularly with respect to any needle stick injuries or other abrasions of the skin.

The Service Provider shall ensure on a continuous basis that all workers coming on WCG Health sites are in are immunised against Hepatitis B.

The Contractor shall ensure that all employees and 3<sup>rd</sup> party employees (whether permanent or temporary) are adequately insured. No untrained persons shall be allowed to carry out any work under this Contract.

It is a requirement of the Client, that when he appoints a service provider in terms of the occupational health and Safety Act 85 of 1993, he includes an OHS Act Section 37(2) agreement 'Agreement with Mandatary' in his agreement with such Contractors. See attached **Annexure F 37.2 OHS Mandatory Agreement**. This Annexure does not need to be signed for the submission of this bid, however; The successful Bidder will be required to complete and sign the 37.2 OHS Mandatory Agreement along with the signing the award letter of the bid/contract.

#### 28. PAYMENT FOR SERVICES AND SUPPLIES:

In consideration of the Contractor providing the services in accordance with the terms of this Specification, the Contractor shall invoice the Department in accordance with the items and rates as indicated in the Schedule of Rates and Quantities.

Disposable Containers shall be ordered by each HCF supply chain office making use of the methods described by the Department's policies and procedures and shall be invoiced by the Contractor for each order. Invoices are to be submitted to the Department's Representative once the Disposable Containers were delivered to the HCFs in accordance with the relevant orders.

The Contractor shall further receive two separate payment for the following:

- Supply and deliver of Disposable Containers by order;
- The Monthly HCRW service Payment i.e. the, Transport, Treatment and disposal of HCRW;

#### 29. PENALTIES:

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

Ref	Service Failure	Penalty amount (VAT inclusive)
BR 19	The Contractor fails to respond to queries within 2 working days (48 hours).	R2000-00 per incident.
4	The Contractor is found guilty of illegally storing HCRW (irrespective of its source) in an enclosed storage area not licensed for the storage of HCRW.	R100 000-00 per incident in addition to cancellation of the Contract.
4	The Contractor is found guilty of illegally disposing of HCRW, irrespective of its source.	R1 000 000-00 per incident in addition to cancellation of the Contract.

11	The Contractor fails to supply a HCF with Containers that are compliant with the Project Specification, within 5 calendar days of the Contractor receiving a written order for such Disposable Containers.	R3 000-00 per incident.
11	The Contractor fails to supply a HCF with Reusable Containers, within 72 hours of the HCF having notified the Contractor in writing of a shortage of Reusable Containers.	R3 000-00 per incident
12	The Contractor delivers Reusable Containers that does not comply with the Specifications for delivering of decontaminated Reusable Containers.	R2 000-00 per container.
12	The Contractor supplies a HCF with a Reusable Container that is not washed and decontaminated in compliance with the Requirements for Washing and Decontaminating Reusable Containers.	R2 000-00 per container.
15	The contractor fails to collect the HCRW in accordance with the collection programme shall constitute a service failure.	R5 000-00 per day per HCF
15.1	The Contractor fails to immediately remove a spillage caused by the Contractor's staff at a HCRW Collection or loading Point.	R5 000-00 per incident.
15.3	The Contractor fails to remove all HCRW from any particular HCRW Collection Point before the end of the collection day.	R2 000-00 per incident for clinics, and R4 000-00 per incident for hospitals.
15.3	Failure to notify the HCF in writing of any deviations of the collection schedule within 24 hours, shall constitute a service failure.	R3 000-00 per incident
15.4	Arriving for a waste collection at a HCF without a scale and/or functional (charged)scale.	R5 000-00 per incident
15.5	Failure to present a valid updated scale calibration certificate upon collection (on the truck). The certificate on the truck needs to correlate with the scale.	R5 000-00 per incident
15.2	The Contractor fails to deliver HCRW to the Treatment Plant/Licensed storage facility the same day it has been removed from a HCF.	R 5 000-00 per incident.
15.3	Failure to report emergency services undertaken shall constitute a service failure.	R 2 000-00 per incident.
15.7	The contractor fails to submit the destruction or disposal certificate within 30 days, from the date the Waste was treated and/disposed of shall constitute a Service Failure.	R5 000-00 per incident
15.8	The contractor fails to have a working/functioning electronic system in place for the duration of the contract	R5 000-00 per incident
19	The Contractor fails to immediately remove a spillage that occurred during transportation of HCRW.	R5 000-00 per incident
19	The contractor fails to transport and/or store the health care risk waste in such a way that no member of the public or any un-authorized person gain access to the health care risk waste shall constitute a Service Failure	R100 000-00 per incident in addition to consideration of terminating the contract.
22.2	The Contractor fails to provide training as per the agreed training programme/schedule without prior or timeous notification, to the facility/ district.	R2 000-00 per incident.
24.1	The Contractor fails to attend or be appropriately represented at project meetings.	R3 000-00 per incident.

24.2.2	Failure to submit the Monthly progress report before or by the 7 <sup>th</sup> of the new month.	R3 000-00 per incident
26	The Contractor fails to inform the Department within 14 days of its Backup Plant not being available, without any Alternative plant being nominated as the Backup Plant.	R10 000-00 per incident.
26	The Contractor fails (inability) to implement contingency plans as per the comprehensive contingency plan submitted in the original bid offer.	R10 000-00 per incident.
26.1	The Contractor fails to inform the Department within 24 hours of an unplanned outage, with details of how the backup system will be brought online.	R10 000-00 per incident.
26.1	The duration of an Unplanned Outage exceeds 2 weeks, or such Unplanned Outage is occurring more than once in every 3 months.	R5 000-00 per day that the duration of the Unplanned Outage exceeds 2 weeks.
26.2	The Contractor makes use of a HCRW vehicle that is not suitably designed and built and that is not used for the sole purpose of HCRW collection.	R5 000-00 per incident.

Penalties for Service Failures will be instigated by the HCW Officer of the HCF affected by the Service Failure. Where the Contractor believes that the Service Failure for which it is penalised was as a result of circumstances or conditions beyond its control, a written submission can be made to the Department's Representative. Having investigated the matter, the Department's Representative 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 Department's Representative, the Contractor has the right to take further action for dispute resolution as allowed for in the Contract Form – Purchase of Goods / Works.

### 30. SPECIFICATION FOR DISPOSABLE CONTAINERS:

The minimum requirements of Health care risk waste containers:

A container used to collect, store or transport health care risk waste must be clearly marked so as to identify the contents; and (b) colour coded and marked in accordance with SANS 10248-1 or the international ISO Biohazard symbol or other internationally recognized symbol. The contractor should allow for a designated space on all health care risk waste containers to record the following on the containers:

- the name of the health care facility;
- ward;
- date of containerization (date in/and out); and
- the service provider name

#### **Requirements for the HCRW Containers in addition to those listed in the technical specification:**

- The Department requires documentary proof (pictures; photos or a company brochure) presenting all the HCRW containers and accessories as listed within the WCBD 3.1 Pricing Schedule.
- All HCRW containers must display the name of the service provider
- Documentary proof i.e. pictures, photos, brochure must be clearly legible and in colour.
- Black and white brochures/pictures will not be accepted.
- The physical HCRW container samples to be presented during the site-visit.
- All HCRW Containers must allow for tracking
- Failure to provide the above-mentioned documentary proof, the bid offer will not be considered for further evaluation.
- Further, failure to present the physical container samples at the site visit, the offer will not be considered for further evaluation

A reusable HCRW container must have a well-fitting lid and must be kept clean and in a good condition. A HCRW container used for the storage of pathological waste must be manufactured from suitable materials able to withstand the temperatures at which pathological waste is stored.

The lid of a health care risk waste container used for pathological waste must have an airtight seal to prevent the emission of odours.

The lid of a disposable health care risk waste container used for sharp waste must be secured in such a way that it cannot be reopened once closed.

### 30.1 Disposable Containers for General Infectious Health Care Risk Waste:

Packaging requirements:

Due to the different rates at which infectious HCRW is generated at different Health care facilities there is a need for a range of liners and corrugated cardboard boxes to form part of the products that shall be supplied by the contractor also taking in consideration storage space at HCF's. Corrugated cardboard boxes must be double walled cardboard with an inlay or flute in the middle.

The following generic types of boxes must as a minimum be available for ordering by the health care facility, i.e.

- 25litre box
- 50 litre box
- 90litre box
- 142litre box

The following generic types of liners must as a minimum be available for ordering by the health care facility, i.e.

- 25l box liner – 60um
- 50 l box liner – 60um
- 142 box liner – 80um
- 90l bin liner – 80um
- 70l bin liner – 80um
- 120l bin liner – 80um
- Sputum liner – 60um
- Mattress liners – 80um

Infectious waste containers shall comply with the relevant legislation for packaging for road and rail transport SANS10229-1: 2010.

General:

- Colour coding for liners for health care risk waste must be red;
- Liners shall be manufactured from Polypropylene or Polyethylene
- In the event where liners are found to become brittle due to e.g. the presence of recycled plastics, the contractor shall withdraw such liners from health care facilities and replace it with liners that are free from recycled plastics etc.
- Dyes used shall not contain heavy metals.

### 30.2 Sharps:

Packaging for sharps:

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

The following generic types of Sharps Containers must as a minimum be available for ordering by the health care facility, i.e

- 1litre
- 2.5litre
- **5 litre – this container must be compatible with current WCGHW 5 litre brackets - 190mmx190mm circular (18.5 Diameter)**

7.6 litre (rectangular shape)- this container must be compatible with current WCGHW

- **7.6 litre brackets - circumference Height- 25cm x Length - 27cm x Width - 19cm**
- 10 litre
- 20 litre
- 15 litre Trochar
- 25 litre
- 60 litre long sharps container

Further requirements:

- All sharp containers must be rigid, puncture proof, tamper-proof & to be yellow colour coded.
- The material used for the manufacturing of the sharps container shall be penetration resistant as per the SANS Code 452;
- All sharp containers to have screen print logos according to SANS 10248-1:2008. Ink colours and dyes must be free of heavy metals.
- All samples shall be made available for evaluation & inspection by the bidders to the Department.
- Sharps containers shall comply with legislation for packaging for road and rail transport; SANS10229-1: 2010.
- The design of the Sharps Containers shall be tested by an accredited testing facility for compliance with SANS 10229-1 and the requirements described in Sections 4.10, 4.11 and 4.12 of SANS 452.

*Sharps Containers shall be designed to:*

- allow for disposal of needle and syringe as one unit;
- to avoid overfilling and protruding Sharps HCRW;
- to reduce the risk of spillage of the contents in the event of tipping or dropping of the Sharps Container, preferable by an automatic obstruction of the apparatus when not in the upright position.
- so that they can remain upright during use or be provided with customized brackets or other means to achieve the same result.

Sharps Containers shall allow for nesting in the unassembled state for effective transport and storage of empty containers;

Sharps Containers shall preferably 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;

Sharps Containers shall allow for easy and safe assembling (e.g. fitting the lid part onto the container part of the Sharps Containers).

The lid and opening & closure of a Sharps Container shall be designed such that the lid and opening & closure cannot be released after installation and sealing respectively through the introduction of a non-reversible sealing design;

Sharps Containers and any integral part of the container (such as handles or carrying apparatuses) must be manufactured from polypropylene or alternatively polyethylene

Sharps containers shall be made of material that if ultimately disposed of, will not produce emissions or residues or persist in an environment in a manner contrary to the relevant legislation.

Sharps Containers to preferable be fitted with sequential bar-coded stickers so that they can be traceable.

Sharps containers shall be designed and constructed to present the minimum risk to the person(s) handling the sharps containers during the use, collection, transportation and disposal of the sharps.

The closure device of a sharp's container shall be:

- Securely attached and integral with the container when in use;
- Capable of being securely closed when the container is filled;
- Activated without the risk of sharps injury to the operator;
- Resistant to manual opening once the final closure mechanism is activated;
- There shall be no leakage through the walls of the container or around the closure device;
- The container shall not rupture nor split at its joining seams.

Quality Control requirements:

Containers to conform to the latest edition of SANS 10229 and SANS 10248-1:2008. Amongst various tests, the following aspects of the container to be tested by SABS, CSIR or University shall be:

- Drop Test
- and penetration resistance

The Contractor shall confirm the outcome of these tests by submitting a report upon a request by the Department Representative for such a report.

### 30.3 SPECICAN FOR PATHOLOGICAL (ANATOMICAL) WASTE:

Definition:

Waste that contains tissues, organs, body parts, blood and body fluid.

Different applications and rates of HCRW generation will require that a range of Specican Containers for the disposal of Pathological HCRW to be made available to the HCFs, leaving it up to the HCFs 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 HCRW generated in HCFs is high, resulting in a need for Specican Containers to meet certain minimum standards in terms of user friendliness, robustness and inaccessibility for anyone to gain access to, or been exposed to HCRW previously disposed of.

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

- 1 litre
- 5 litre
- 10 litre
- 20 litre

Material to be used in manufacturing of Disposable Specican Containers:

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 HCRW.

Specican Containers shall be puncture resistant in accordance with the SANS Code 0452:2008.

Printing colours and dyes must be free of heavy metals.

Specican Container design requirements are as follows:

- Specican Containers shall be rigid, leak resistant, puncture resistant, tamper proof;
- Specican Containers shall be designed to reduce the risk of spillage and ensure that any moisture or liquid is safely contained;
- Specican Containers lids shall be designed so that it has a two-staged closure, with the first stage preventing the emission of odors, 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;
- Specican Containers must allow for the use of a seal that could also be used for identification, whilst providing evidence of tampering / opening;
- The required colour coding for Specican Containers is red, with red lids when used for pathological HCRW;
- 1lt to 20litre Specican Containers shall be equipped with a handle made from the same material as the specican for safe lifting and transport of containers;
- Specican Containers shall:
  - Allow for nesting in the unassembled state for effective transport and storage of empty containers;
  - 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;
  - Allow for easy and safe assembling (e.g. fitting the lid part onto the container part of the Specican Containers);
  - The stability of the Specican Containers when empty or full, whilst static or being moved or transported, shall be ensured.

Specican Container markings:

Have a label located on the Specican Containers so as to be clearly visible when stacked with other packaging;

Preferably be fitted with sequential bar-coded stickers so that they are traceable

Include suitable warning signage; the international biohazards symbol as detailed in SANS 10248, together with the text "DANGER – BIO-HAZARDOUS WASTE FOR DESTRUCTION" or similar text in clear readable letters;

Quality Control requirements:

Containers to conform to the latest edition of SANS 10229 and SANS 10248-1:2008. Amongst various tests, the following aspects of the container to be tested by SABS, CSIR or University shall be:

- Drop Test
- and penetration resistance

The Contractor shall confirm the outcome of these tests by submitting a report upon a request by the Department Representative for such a report.

#### *30.4 Isolation Health Care Risk Waste:*

Packaging:

Isolation health care risk waste will be double bagged, sealed and placed into an appropriately sized specican container. The specican container must be labelled, clearly indicating it to be Isolation Health Care Risk Waste.

Specican containers shall as a minimum be:

- rigid, leak resistant, puncture resistant, tamper proof
- airtight
- Designed to reduce the risk of spillage and ensure that any moisture or liquid is safely contained.
- Meet all the design and marking requirements as listed above.

Further; the Collection Procedure of health care risk waste for a patient diagnosed or showing symptoms of highly contagious disease e.g. Viral Haemorrhagic Fever; Ebola, etc.:

- HCF to contact and inform the contractor to come and collect the isolation health care risk waste.
- All waste to be removed directly from isolation area by the contractor at least once per day.
- The contractor must remove the HCRW via emergency exits, outside stairs and not via lifts, passages used by the public and staff.
- The contractor must supply all the necessary protective clothing to their staff handling the waste and such staff must have the knowledge and training of the appropriate decontamination process
- The contractor shall monitor its staff for any signs of the disease.
- The contractor shall supply proof of treatment and disposal of the isolation HCRW (safe disposal certificate)
- The contractor shall immediately ensure that isolation HCRW is treated by means of incineration only

### 30.5 Pharmaceutical Health Care Risk Waste:

The Destruction of Medicines is covered in Regulation 44 of the Regulations to the Medicines and Related Substances Act 101, 1965 and SAHPRA Guidelines for the Destruction of Scheduled Medicines.

- (1) A medicine or scheduled substance shall only be destroyed by a waste treatment facility authorised to destroy medicines or pharmaceutical waste in terms of the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008).
- (2) No medicines or scheduled substances other than those as determined by the Authority shall be disposed of into municipal sewerage systems.
- (3) The destruction or disposal of medicines or scheduled substances must be conducted in such a manner to ensure that the medicines or scheduled substances cannot be salvaged and the medicine or scheduled substance has been denatured.

"as determined by the Authority" means as determined by the South African Health Products Regulatory Authority (SAHPRA in guidelines as published from time to time)

Further to this, destruction is also covered in (Good Pharmacy Practice) Rule 2.32 Minimum Standards for the Destruction and Disposal of Medicines and Scheduled Substances (Pharmacy Act 57 of 1974).

Pharmaceutical HCRW must be separated into two categories in accordance with the classification of the pharmaceutical, as follows:

- Schedules 0 - 4
- Schedules 5 – 6

and further separated into four types and labelled accordingly:

- (a) Solid dosage forms;
- (b) Creams, ointments and powders;
- (c) Ampoules and liquids (contained in glass);
- (d) Aerosols;

The waste must be contained in leak proof disposable pharmaceutical HCRW containers equipped with a suitable locking device to prevent unauthorized access.

The following pharmaceutical containers must form part of the supply and made available for ordering by the HCFs:

- 5 litre
- 10 litre
- 20 litre

**Packaging:**

The HCF shall ensure that pharmaceutical health care risk waste is containerized in a disposal pharmaceutical container and placed in a secure area at the pharmacy. The contractor shall collect the pharmaceutical HCRW from the pharmacy which will serve as the pharmaceutical HCRW collection point. A separate waste manifest shall be completed by the contractor and the designated pharmacy staff member.

**Container Manufacturing material requirements:**

Pharmaceutical Containers must be manufactured from high-density polyethylene or polypropylene. The material shall be penetration resistant in accordance with the SANS Code 0452:2008. Printing colours and dyes must be free of heavy metals.

**Container design requirements:**

Pharmaceutical Containers shall be rigid, leak resistant, puncture resistant, tamper proof and clearly marked as described below;

Pharmaceutical Containers shall be designed to reduce the risk of spillage and ensure that any moisture or liquid is safely contained;

Pharmaceutical 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 Pharmaceutical 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;

Pharmaceutical Containers must allow for the use of a seal that could also be used for identification, whilst providing evidence of tampering/opening;

The required colour coding for Pharmaceutical Containers is Dark Green with dark green lids;

Pharmaceutical Containers shall allow for nesting in the unassembled state for effective transport and storage of empty containers;

Pharmaceutical Containers shall be stackable in the assembled state

Pharmaceutical Containers shall allow for easy and safe assembling (e.g. fitting the lid part onto the container part of the Pharmaceutical Containers);

The Pharmaceutical Containers shall be equipped with a handle made from the same material as the container for safe lifting and transport of containers.

The empty as well as full mechanical stability of the Pharmaceutical Containers, when standing and while being moved or transported, shall be ensured;

Pharmaceutical Containers shall be designed to reduce the risk of spillage of contents in the event of tipping or dropping.

A label shall be located on the Pharmaceutical Containers so as to be clearly visible when stacked with other packaging

All Pharmaceutical Containers to be fitted with bar coded stickers so that they can be traceable.

**Quality Control requirements:**

Containers to conform to the latest edition of SANS 10229 and SANS 10248-1:2008. Amongst various tests, the following aspects of the container to be tested by SABS, CSIR or University shall be:

Drop Test

and penetration resistance

The Contractor shall confirm the outcome of these tests by submitting a report upon a request by the Department Representative for such a report.

**30.6 Cytotoxic Waste:****Container Manufacturing material requirements:**

Cytotoxic waste Containers must be manufactured from high-density polyethylene or polypropylene.

The material shall be penetration resistant in accordance with the SANS Code 0452:2008.

Printing colours and dyes must be free of heavy metals.

The design requirements for cytotoxic HCRW shall be the same as is listed under pharmaceutical HCRW containers.

The required colour coding for Cytotoxic HCRW Containers is Dark Green with dark green lids and displaying the Cytotoxic hazard label

The 5lt and 20lt Cytotoxic Container must as a minimum be available for ordering by the Health Care Facility.

Quality Control requirements:

Containers to conform to the latest edition of SANS 10229 and SANS 10248-1:2008. Amongst various tests, the following aspects of the container to be tested by SABS, CSIR or University shall be:

Drop Test  
and penetration resistance

The Contractor shall confirm the outcome of these tests by submitting a report upon a request by the Department Representative for such a report.

### 31. SPECIFICATIONS FOR REUSABLE CONTAINERS

#### 31.1 Reusable Containers for General Infectious HCRW

Due to the different rates at which HCRW is generated in the different types of HCFs as well as the limitations that exists on internal movement and storage of the quantities of reusable containers required to be in circulation, it is intended that different sizes of reusable containers will be used for the respective application. The risk of physical injuries by and spillage from HCRW containers used in HCFs during transport and at the treatment plants are high, resulting in a need for reusable containers to meet certain minimum standards in terms of quality, robustness and user friendliness throughout the cradle-to-grave cycle.

The following requirements are to be met in the supply of reusable containers:

Reusable stackable container design requirements:

- Reusable stackable containers shall be rigid, puncture resistant, leak resistant, tamper proof;
- Reusable stackable containers shall be 'short' enough to be stored under an average height table-top, without being too 'squat';
- Lids shall be such as to provide a seal between the body and the lid that will prevent / minimize the release of odours;
- The empty as well as full mechanical stability of the reusable containers, when standing and while being moved or transported shall be ensured;
- Reusable stackable containers shall be slightly tapered to allow for easy release of its contents when tipped, as well for it to be nested with the lids detached for effective transport and storage of empty containers;
- Reusable containers shall allow for easy and safe assembling of lids;
- Reusable containers shall be designed so that upper layers of stacked containers are restrained from sliding over / off lower layers, by means of a lip or 'key';
- Reusable stackable containers shall be designed to reduce the risk of spillage of its contents in the event of accidental tipping or dropping by means of a suitable securing mechanism thus securing the bin contents. Such mechanism is not in any way to impact on the structural integrity of the bins and is not to allow for example the ingress of water or the release of odours from the bin;
- Reusable stackable containers shall be of rectangular shape and in its dimensions facilitate best possible usage of the available volume when stored or transported.
- Reusable Containers shall be equipped with handles or some approved means of carrying e.g. hand recesses, protrusions or flanges for handling and maneuvering of containers.
- Lifting of reusable stackable containers will be undertaken manually and allowance is to be made for that;
- All Re-usable Containers to be fitted with bar coded stickers so that they can be traceable.
- The colour coding for reusable stackable containers should be in accordance with SANS 10248: Part 1: 2008
- General Infectious HCRW: Body – Red Lid - Red;
- A label shall be so located on the Reusable Stackable Containers as to be clearly visible when stored with other containers;

31.2 Reusable Wheelie Bin design requirements:

- Reusable wheelie bin containers shall be rigid, puncture resistant, leak resistant, tamper proof;
- Flat lids shall be affixed to wheelie bin bodies by means of hinged shafts;
- Lids shall be such as to provide a seal between the body and the lid that will prevent / minimise the release of odours and also lockable;
- The empty as well as full mechanical stability of the wheelie bins, when standing and while being moved or transported shall be ensured;
- Wheelie bin shall be slightly tapered to allow for easy release of its contents when tipped, as well for it to be nested in the unassembled state for effective transport and storage of unassembled containers;
- Wheelie bins shall allow for easy and safe assembling;
- Wheelie bins shall be designed to reduce the risk of spillage of its contents in the event of accidental tipping or dropping by providing a suitable securing mechanism in order to secure the bin contents. Such securing mechanism/s are not
- in any way to impact on the structural integrity of the bins
- and is not to allow for example the ingress of water
- or the release of odours from the bin;
- Lifting of wheelie bins will only be undertaken by means of hydraulic bin lifting equipment;
- All bar code plates or transponder tags used for the identification of wheelie bins shall be attached by means of a suitable method that will prevent the accumulation of dirt behind the plates or tags;
- The colour coding for wheelie bin containers should be in accordance with SANS 10248: Part 1: 2008 with appropriately coloured attachable tags for easy identification:
- Body – Red; Lid - Red;
- The wheels shall be non-marking

32. EXTRA-ORDINARY ARTICLES:

From time to time health care facilities can generate these articles that cannot be containerized but can be suspected to be infectious/hazardous etc. The exact nature/size of these articles varies, but will at least include mercury, mercury containing equipment and fluorescent tubes.

Containerization of extra-ordinary articles shall be arranged between the health care facility and the contractor for safe transportation e.g.

fluorescent tubes to be wrapped in plastic liners and corrugated cardboard/bubble wrap

33. ACCESSORIES:

Shall be supplied by the contractor on request by the respective Health Care Facility.

Accessories as a minimum to be available from the contractor shall be i.e.

- Cable ties
- Biohazardous tape
- Brackets for the various size sharps containers

Details of all other accessories recommended for use with the bidding system must be provided and quoted for, on a separate sheet.

I, hereby acknowledge that I have read and understand all of the above conditions of this bid:

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
 (Proof of authority must be submitted e.g. company resolution)

DATE: .....

## Index of Attachments/ Annexures

Annexure A	Electronic Pricing Schedule WCBD 3.1	As an attachment
Annexure B	Facilities Collection List	As an attachment
Annexure C	HCRW Estimated Volume and Weight Totals 1 HCRW Estimated Volume and Weight Totals 2	As an attachment
Annexure D	Reference Letter 1 & 2	As listed below in the specification document
Annexure E	Cleaning, Decontamination & Inspection of Reusable HCRW Containers and HCRW Vehicles	As listed below in the specification document
Annexure F	WCGHW 37.2 Mandatory OHS Agreement	As an attachment
Annexure G	Operational Capacity & Capability questionnaire	As an attachment
Annexure H	Comprehensive Contingency plan	As listed below in the specification document
Annexure I	Spill kit contents for Pricing schedule	As listed below in the specification document
Annexure J	Isolation Waste Label	As listed below in the specification document
Annexure K	Tissue Register Requirements	As listed below in the specification document
Annexure L	Biohazardous Signage 1	As listed below in the specification document
Annexure M	Biohazardous Signage 2	As listed below in the specification document
Annexure N	Requirements for Site Visit Evaluation & <ul style="list-style-type: none"> <li>•HCRW Weighted scoring sheet</li> <li>•Addendum A – Container List</li> <li>•Addendum B – Equipment List</li> <li>•Addendum C – OHS File</li> </ul>	As listed below in the specification document
WCBD 3.2	Pricing Schedule – Non-Firm Prices	As an attachment
WBCD 4	Declaration Of Interests, Bidders Past SCM Practices and Independent Bid Determination	As an attachment
WBCD 6.1	Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2017 And Codes Of Good Practice	As an attachment

**WCGHSC 0329/2025****Annexure D:**

1. This form must be completed and submitted with the original bid offer
2. Failure comply with this requirement will invalidate your offer

**REFERENCE LETTER 1****Contact detail:**

Reference name	
Business name	
Business contact number	
Cell phone contact number	
Email address	

**Contract details:**

Contract number	
Contract description	
Type of goods or services rendered	
Contract start date	
Contract end date	

**Bidder's capability and performance:**

Goods supplied, or services rendered as per the agreed delivery dates (YES/ NO). If NO, please provide more detail	
Quality of goods supplied, or services rendered as per the awarded samples (GOOD/ POOR). If POOR, please provide more detail.	
Did the service provider have a comprehensive contingency plan in place. (YES/ NO/ Not Applicable)	
How effectively did the service provider address problems or concerns that arose? Comment	

**General comments on any of the above listed details**

--

PRINT NAME OF REFEREE: .....

DATE: .....

SIGNATURE OF REFEREE: .....

## REFERENCE LETTER 2

**Contact detail:**

Reference name	
Business name	
Business contact number	
Cell phone contact number	
Email address	

**Contract details:**

Contract number	
Contract description	
Type of goods or services rendered	
Contract start date	
Contract end date	

**Bidder's capability and performance:**

Goods supplied, or services rendered as per the agreed delivery dates (YES/ NO). If NO, please provide more detail	
Quality of goods supplied, or services rendered as per the awarded samples (GOOD/ POOR). If POOR, please provide more detail.	
Did the service provider have a comprehensive contingency plan in place. (YES/ NO/ Not Applicable)	
How effectively did the service provider address problems or concerns that arose? Comment	

**General comments on any of the above listed details**

--

PRINT NAME OF REFEREE: .....

DATE: .....

SIGNATURE OF REFEREE: .....

**WCGHSC 0329/2025**

**Annexure E:**

**CLEANING, DECONTAMINATION & INSPECTION OF REUSABLE HCRW CONTAINERS AND HCRW VEHICLES:**

The Contractor must submit a plan on how the cleaning and decontamination process will be conducted on all Reusable Containers and on their HCRW Vehicles.

The details must include but are not limited to the following:

- Details on the cleaning process (mechanical or automated), the cleaning agents used, the drying process and how the decontaminated containers are stored
- How and when regular inspections will be conducted and how the swap tests will be performed
- How the selection of a representative sample is taken, the frequency and methodology for the surface swab tests conducted.

**NOTE:**

- The number of swab samples taken shall be reasonable compared to the number of Reusable Containers being decontaminated per day at the decontaminating facility and shall be determined by a competent person;
- The number of swab samples taken shall be reasonable compared to the number of HCRW Vehicles being used for the collection of HCRW from the facilities
- The specific area of the Reusable Container to be used for sampling, as well as the location for intercepting Reusable Containers for sampling once delivered to a HCF, shall be determined by a competent person.

Preference shall be given to an automated decontamination process for reusable containers with the minimum of manual handling as possible to protect operators and handlers from any risk of exposure.

As a minimum the swab tests must include the following microorganisms:

- E- coli
- Staphylococcus aureus
- Pseudomonas
- Streptococcus
- Fungi

It will ultimately remain the Contractor's responsibility to ensure that the requirements for deactivation of micro organisms are achieved.

The Contractor is ultimately responsible to prevent recontamination of containers after decontamination during the handling and transportation of the reusable containers and every effort must be made to protect the containers from contamination, particularly the handles and lids.

The Department reserves the right to select reusable containers delivered to the HCFs to conduct swab tests to evaluate the efficacy of the decontamination process.

I, hereby acknowledge that I have read and understand all of the above conditions of this Annexure:

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

WCGHSC 0329/2025

## Annexure H: Comprehensive Contingency plan

**This section covers the contingency plan that will be implemented to render the service, and provides assurance that these risks were included and accounted for in the bid prices**

Bidders must **submit** a comprehensive contingency plan with their bid submission, failure to do so will invalidate your bid.

**This comprehensive contingency plan must cover/address ALL the sections below:**

### Contingency Plan

The plan must ensure the continuous and safe provision of waste management services in the event of disruptions. The Contingency Plan should cover but is not limited to the following aspects:

#### 1. Risk Assessment

- Comprehensive identification of potential risks that could disrupt service delivery, including but not limited to:
  - Labour disruptions (e.g., strikes, absenteeism, reduced work force)
  - Equipment malfunctions or breakdowns
  - Transport failures or logistical challenges.
  - External factors (e.g., natural disasters, road closures)
  - HCRW treatment plants/arrangements
  - Arrangements for any disruptions in supplying of container stock
  - Unforeseen utility interruptions (power supply/outage, water supply)
  - Other

#### 2. Emergency Response Procedures

- Detailed procedures for managing waste collection, transportation, and disposal during emergencies.
- Clear steps for implementing immediate corrective actions to mitigate service interruptions.

#### 3. Resource Allocation

- Provision of alternative resources, including:
  - Backup personnel trained for waste management duties.
  - Spare vehicles and equipment to be deployed when primary assets are unavailable.
  - Access to additional or alternative waste disposal facilities.

#### 4. Communication Protocols

- Establishment of clear communication channels between the service provider and hospital/office management during emergencies.
- Immediate notification system for reporting service disruptions and providing updates on restoration timelines.

#### 5. Service Continuity and Recovery

- Measures to maintain minimum service levels during a disruption.
- Clear timelines for service recovery, specifying:
  - Expected timeframes to restore normal operations.
  - Steps to minimize the backlog of waste during the period of reduced capacity.

**6. Health, Safety, and Environmental Compliance**

- Assurance that all contingency measures comply with applicable health, safety, and environmental regulations.
- Procedures to prevent any environmental impact or risk to human health during emergency operations.

**7. Staff Training and Competency**

- Provision for training personnel on contingency procedures.
- Ongoing refresher training programs to ensure readiness and compliance with protocols.

**8. Review and Updates**

- Regular review of the contingency plan, with updates to address:
  - New risks that may arise over time.

Any changes in operational environments or service requirements. Failure to implement these contingencies, will be in breach of contract. Where back-up operations are acquired outside of the service provider responsibilities, signed letters and agreements must be submitted for the above requirements as proof that contingency plans are in place.

I, hereby acknowledge that I have read and understand all of the above conditions of this Annexure:

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

WCGHSC 0329/2025

**Annexure I: Spill kit contents for Pricing schedule**

<b>Biological Spill kit contents: spill kit</b>	
<b>Quantity:</b>	<b>Items:</b>
1	Plastic Carry Case
5	Chem-Vac Pads
2	500G Chem-Vac Scatter
1	Bottle Anti-Viral / Bacterial Disinfectant
2	High Density Disposal Bags & Cable Ties
2	Heavy Duty Pairs Re-usable Gloves
1	Pair Nitrile Gloves (Disposal Latex Gloves)
2	Safety Goggles (Anti-mist Goggles)
2	Dust Masks
1	Dustpan, Brush & shovel
1	Bio-Hazardous Tape
1 pack	Anti-bacterial wipes

I, hereby acknowledge that I have read and understand all of the above conditions of this Annexure:

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

WCGHSC 0329/2025

### Annexure J: Isolation Waste Label

Kindly note that this is the recommended label, however other similar options will be considered.

**Isolation Waste Label:**

- Sign to be in Portrait Orientation
- The label size shall be as follows: 100mm x 100mm.
- Red Background with Black writing
- Wording to be as example below



I , hereby acknowledge that I have read and understand all of the above conditions of this Annexure:

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

WCGHSC 0329/2025

## Annexure K: Tissue Register Requirements

The tissue register must be supplied by the bidder. The tissue register is to be in a duplicate format and the attached template, as an example provides for the minimum content or details this register should allow for recording.

No.	Patient Details/Sticker	Tissue Type	Weight of Tissue	Tissue deposited into cold storage at source			Tissue collected from cold storage by HCRW service provider				Service Note No. (Waste Collection Manifest number)	HCRW Container No.	
				Date & Time	Full name & surname of Nurse/Doctor	Signature of Nurse/Doctor	Date & Time	Full Names & Surnames and Signature of Representative		Name & Surname of Collecting (Service Provider)			Collecting (Service Provider) Signature

I hereby acknowledge that I have read and understand all of the conditions of this Annexure:

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:  
(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....

WCGHSC 0329/2025

## Annexure L: Biohazardous Signage 1

The following is the recommended HCRW Signage for the HCRW Central storage facilities that the bidder must be able to supply:



- Sign to be in Landscape Orientation
- The signage size shall be as follows:  
Height – minimum of 300mm to a max of 400mm  
Length – minimum of 400mm to a max of 500mm
- The signage must be made of durable Perspex material that is UV protected and weather resistant
- The background colour must be white with black writing and orange block. See picture
- The sign must be in according to SANS 10248- 1:2008

- The signage shall be display the pictorial symbol and text together with the class or division number and the compatibility group as appropriate. For HCRW, the Class is 6.2
- Space needs to be made for the name of the HCW Officer, his/her telephone number and cell number and made in a manner that will allow for change when required;  
Logo size: At least 200 mm X 200 mm but not bigger than 300 mm X 300 mm.  
Wording size: Not less than 50 mm in height.  
Wording font: Arial Black.  
Wording colour: Black.
- Signage should have a small whole in each corner to allow for sign to be hang with string or cable ties

I, hereby acknowledge that I have read and understand all of the above conditions of this Annexure:

SIGNATURE OF BIDDER: .....

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

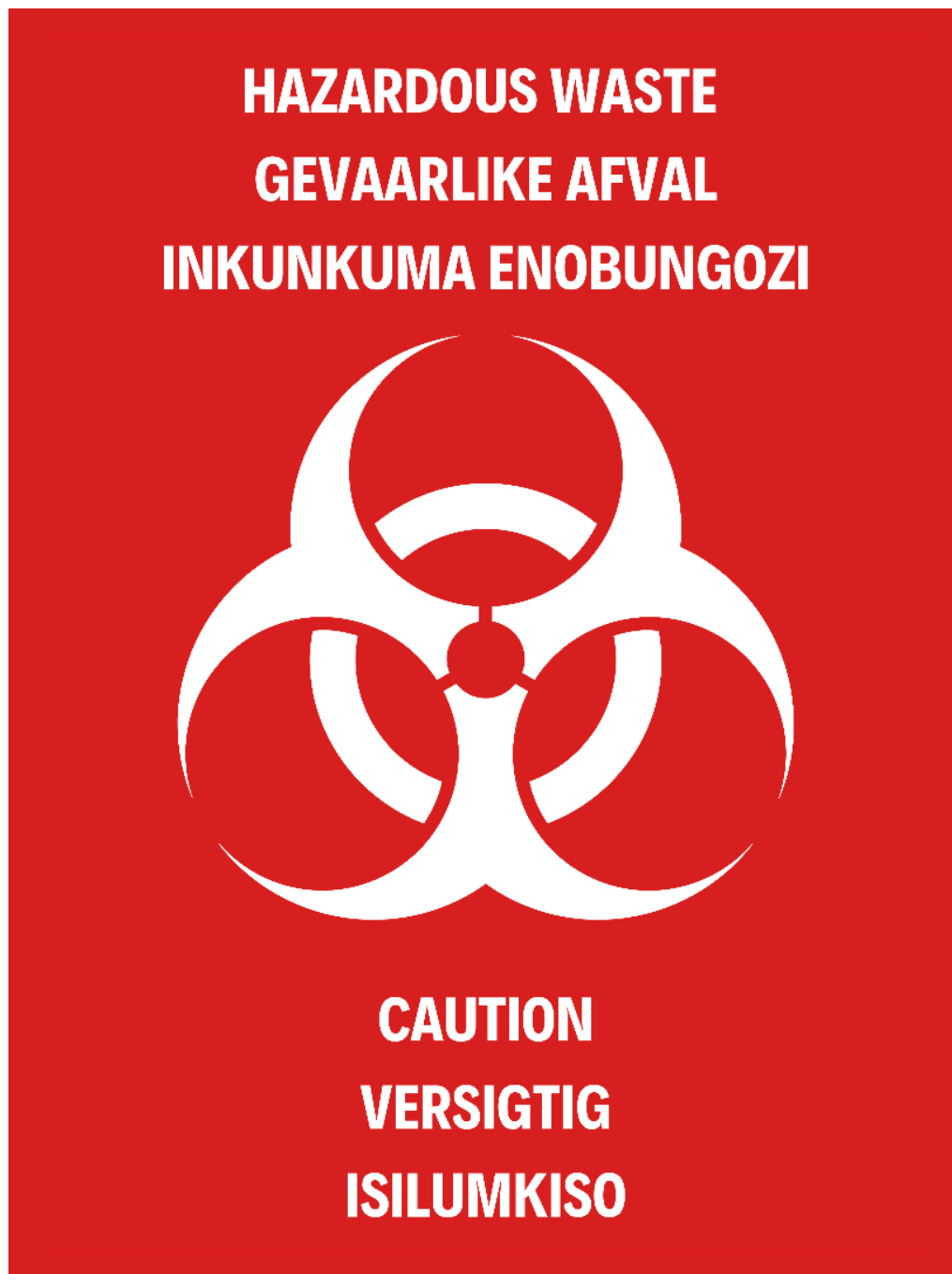
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

WCGHSC 0329/2025

## Annexure M: Biohazardous Signage 2

The following is the recommended HCRW Signage for the HCRW Central storage facilities, freezers, waste trolleys, and other HCRW areas that the bidder must be able to supply:



- Sign to be in Portrait Orientation
- The signage size shall be as follows:
  - A3** Height – 420mm and Length – 297mm
  - A4** Height – 297mm and Length – 210mm

- Wording to be in English, Afrikaans and Xhosa
- The signage must be made of durable Perspex material that is UV protected and weather resistant Indoor: rigid PVC. (Iisa check plastic thickness) Outdoor: Rigid PVC or weather-rated materials
- The background colour must be Red with White writing. See picture  
Logo size: Appropriate to sign size – see example  
Wording size: Not less than 50 mm in height.  
Wording font: Decalotype Font or similar  
Wording colour: White  
Signage colour: White
- Signage should have a small hole in each corner to allow for sign to be hang with string or cable ties
- Have appropriate international "infectious hazard" label as prescribed in the SANS 10248- 1- Management of Health Care Waste, Part 1: Management of healthcare risk waste from a healthcare facility. The sign must be in according to SANS 10248- 1:2008

I, hereby acknowledge that I have read and understand all of the above conditions of this Annexure:

SIGNATURE OF BIDDER: .....

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

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

DATE: .....

**WCGHSC 0329/2025**

## **Annexure N: Requirements for Site Visit Evaluation**

A bidder will need a minimum threshold of 80 points to qualify and pass this phase.

How this checklist will be used:

Scoring: For each item select one: No / Partial / Yes and assign a score of 0, 0.5, or 1. The item's weight (%) multiplies the score to yield the weighted score. Total possible = 100% or point.

In HCRW Weighted scoring sheet all items will be scored according to the of 0, 0.5, or 1 scoring matrix.

The HCRW Weighted scoring will not be applicable to Addendum A – Container List, Addendum B – Equipment List and Electronically tracked containers (marked in green in table below) as these items need to be submitted as a full requirement. Failure to comply with these conditions will invalidate your bid.

See documents below :

- HCRW Weighted scoring sheet
- Addendum A – Container List
- Addendum B – Equipment List
- Addendum C – OHS File

Note: The Department will be taking photos at the site inspection as part of the documentary evidence of the visit.

I, hereby acknowledge that I have read and understand all of the above conditions of this Annexure:

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

## HCRW Weighted scoring sheet

Section	Item	Criterion	Weight (%)
1. Site Access & Security – 12%	Secure perimeter fencing in good condition		3
1. Site Access & Security – 12%	Controlled access with visitor register		3
1. Site Access & Security – 12%	Signage indicating restricted area		3
1. Site Access & Security – 12%	Controlled entry to premises (breathalyser/protocol)		3
2. Facility Infrastructure – 11%	Infrastructure soundness – Buildings		3
2. Facility Infrastructure – 11%	Floors & drainage (clean, leak-free)		3
2. Facility Infrastructure – 11%	Adequate lighting		2
2. Facility Infrastructure – 11%	Storage area secured & weather-proof		3
3. Cleanliness & Hygiene – 7%	Cleaning schedule followed		1
3. Cleanliness & Hygiene – 7%	Hand-washing facilities accessible		1
3. Cleanliness & Hygiene – 7%	Running water available		1
3. Cleanliness & Hygiene – 7%	Pest control system in place		1
3. Cleanliness & Hygiene – 7%	Holding area cleanliness – new containers		1
3. Cleanliness & Hygiene – 7%	Holding area cleanliness – incoming (pretreatment)		1
3. Cleanliness & Hygiene – 7%	Cold storage cleanliness		1
4. Storage & Reception – 11%	Signage indicating HCRW areas		2
4. Storage & Reception – 11%	Safe stacking (no compromised boxes and containers)		1
4. Storage & Reception – 11%	Cold storage area - temperature control (-2°C) maintained		2
4. Storage & Reception – 11%	Containers arranged neatly		1
4. Storage & Reception – 11%	New containers sealed & undamaged		3
4. Storage & Reception – 11%	Designated Waste segregation areas & Waste segregated correctly		2
5. Containers, Labelling & Samples	HCRW containers requested available for inspection	see attached Addendum A - Failure to submit samples of all containers will invalidate your bid.	
5. Containers, Labelling & Samples – 5%	HCRW container samples meeting the requirements listed in the technical specification for the Transportation of Dangerous Goods	Requirements: <ul style="list-style-type: none"> <li>• Containers must be colour coded</li> <li>• Rigid, leak proof and puncture proof</li> <li>• Must have the international biohazardous label</li> <li>• Must be bar coded</li> <li>• Must have the name of service provider</li> <li>• All health care risk waste containers must allow for recording the following on the containers: the name of the health care facility; ward; date of containerization (date in/and out); and IPWIS nr</li> </ul>	5
5. Containers, Labelling & Samples	HCRW equipment requested in the bid document available for inspection	see attached Addendum B - Failure to submit samples of all containers will invalidate your bid.	
5. Containers, Labelling & Samples	HCRW containers electronically tracked from cradle to grave	Is it bar coded/ chipped ect. Bidder demonstrate on the physical container and show on a system/powerpoint presentation	
6. Vehicles & Drivers – 21%	Vehicles registered as Dangerous Goods carriers	Provide document proof - Check if reflecting two valid licence discs	3
6. Vehicles & Drivers – 21%	Regular microbial testing carried out on HCRW vehicles	Provide Report/ Certificate of the most recent test completed	3
6. Vehicles & Drivers – 21%	Truck scale + calibration certificate	Physical scale inside the trucks with the weight piece and Latest valid calibration certificate (not older than one (1) year)	3
6. Vehicles & Drivers – 21%	Spillage kit present	Does the vehicle transporting the HCRW have a spillage kit	3
6. Vehicles & Drivers – 21%	Hazard placard (orange diamond)	Does the vehicle transporting the HCRW have an orange diamond placard identifying that it is carrying hazardous waste	3
6. Vehicles & Drivers – 21%	Driver Dangerous Goods permit	Provide document proof	3
6. Vehicles & Drivers – 21%	Driver correct PPE worn	Physical Inspection check a driver; at a minimum safety overall and safety boots	3
7. Handling – 2%	Trolleys on HCRW Vehicles	Functional and good condition (2 wheel trolley)	2
8. Documentation – 12%	Waste manifests & disposal certificates	Provide document proof	6
8. Documentation – 12%	OHS file available	see attached Addendum C - that outlines at minimum the information to be displayed - Bidder to provide document proof	6
9. Emergency Management – 7%	Fire equipment visible & serviced	Physical signage and the extinguishers/hose	2
9. Emergency Management – 7%	Emergency exits visible & unobstructed	Physical signage and assembly points	2
9. Emergency Management – 7%	Spill kits visible & available	Physical kit	2
9. Emergency Management – 7%	First-aid kit stocked	Physical kit	1
10. Testing & Treatment Compliance – 10%	Sterility testing of treated waste	Provide Report/ Certificate of the most recent test completed	4
10. Testing & Treatment Compliance – 10%	Ash disposal to high hazardous (H.H) landfill	Provide the most recent Report/ Certificate	4
10. Testing & Treatment Compliance – 10%	Drop test & penetration certificates (SANS)	Bidder to provide at least one drop test & penetration resistance certificate/report. Quality Control requirements: Containers to conform to the latest edition of SANS 10229 and SANS 10248-1:2008.	4

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**Addendum A – Container List**

ITEM DESCRIPTION	Available for inspection (Yes/No)	Comment
<b>BIO HAZARDOUS WASTE/ INFECTIOUS WASTE (INFECTIOUS WASTE DISPOSABLE BOX SET)</b>		
25 litre box set		
50 litre box set		
90 litre box set		
140 - 142 litre box set		
45 - 50 litre re-useable or 70-90 litre re-useable or 120- 125 litre re-useable - see one of the three		
<b>SHARPS WASTE (YELLOW)</b>		
1 litre		
5 litre		
7.6 litre		
10 litre		
15 litre TROCAR		
20 litre		
<b>LINERS (RED)</b>		
30 litre (60um)		
50 litre (60um)		
Sputum liner (60um)		
90 litre (80um)		
142 litre (80um)		
matress plastice liner (80um)		
<b>ANATOMICAL WASTE (RED)</b>		
1 litre		
5 litre		
10 litre		
20 litre		
120 litre red re-usable wheelie bin		
<b>PHARMACEUTICAL WASTE (DARK GREEN)</b>		
5 litre		
10 litre		
20 litre		
<b>CYTOTOXIC WASTE (DARK GREEN)</b>		
5 litre sharps yellow with Cytotoxic hazard label		
5 litre dark green with Cytotoxic hazard label		
20 litre dark green with Cytotoxic hazard label		

## Addendum B – Equipment List

ITEM DESCRIPTION	Available for inspection (Yes/No)	Comment
<b>OTHER</b>		
Isolation waste stickers inline with SANS Code 10248-1:2008 size: 100mm x 100mm		
<b>ACCESSORIES</b>		
cable ties 100 pack		
brackets for 5 litre sharps		
brackets for 7.6 litre sharps		
brackets for 10 litre sharps		
Bio Hazardous tape 48mm x 50m		
Spill kit		
Tissue Register		
Bio Hazardous Signage 1		
Bio Hazardous Signage 2		
<b>EXTRA ORDINARY ARTICLES</b>		
Only one of the following boxes are required for inspection: 5ft cardboard box, 6ft cardboard box, 8ft cardboard box for florescent tubes		

## Addendum C – OHS File

OHS file requirements to be available at the physical site visit. The requirements below must be in the file:

### OHS File Layout

#### 1. Company Information

- Company profile & services overview
- Letter of Good Standing (COIDA)
- Company organogram (with OHS appointments)
- Contact list of key personnel & emergency contacts

#### 2. Legal and Policy Documents

- OHS Policy Statement (signed by CEO/MD)
- Environmental Policy (with focus on sustainable waste management)
- Waste Management Plan
- PPE Policy
- Smoking and Substance Abuse Policy
- Exemption letters (where applicable) – outsourced resources

#### 3. Appointment Letters

- Section 16(1) CEO appointment
- Section 16(2) OHS Responsible Person appointment
- Section 8(2)I appointments
- Waste Management Control Officer Appointment
- Supervision of machinery (competent person) – General Machinery Regulation 2(1)
- Incident/Accident Investigation Officer
- OHS Committee Members Appointment Letters
- Safety Officer appointment (if applicable)
- First Aid Officer appointment letter
- Fire & Evacuation Officers' appointment
- Hazardous Substances Controller appointment (fuel)
- Risk Assessment Responsible Person appointment

#### 4. Risk Assessments

- Baseline risk assessment
- Task-specific risk assessments
- Continuous Risk Assessment (Reviewed and new)

#### 5. Safe Work Procedures (SWPs)

- General workplace safety rules
- Fuel storage and refueling safety
- Waste segregation & disposal procedures
- PPE use and care procedure

#### 6. Documentation, Registers & Checklists

- PPE Issue Register
- PPE Inspection Register
- Equipment Inspection Checklists
- Chemical Inventory Register
- MSDS Register
- MSDS for all chemicals and substances stored and used on the premises
- Incident/Accident Register
- Near-Miss Register
- Safety Meeting Attendance Register
- Maintenance schedule plan of machinery, vehicles, generators etc. (if outsources, then a SLA and a copy of the maintenance schedules must be in the file)

#### 7. Training Records and Competency Certifications

- Workplace and OHS Induction Training Attendance Register
- Task-specific Training Records – Machinery operators' competency certificates
- PPE Training Record
- Chemical Safety Training Record
- First Aid Training Record
- Fire Safety Training Record
- Hepatitis B etc. records/certifications
- Vehicle Driver certifications - Dangerous Goods (PrDP)
- Forklift Driver Competency (where applicable)

#### 8. Occupational Health & Hygiene Surveillance

- Ventilation Surveys
- Noise Survey
- Heat – thermal stress monitoring
- Emissions

##### Medical Surveillance:

- Health Risk Assessments Register: Baseline and Periodic
- Medical Screening Register
- Vaccination Records: Hepatitis B
- Medical Fitness Certificates for PrdP and Forklift

#### 9. Emergency Preparedness and Procedures

- Site-specific emergency evacuation plan
- Fire Equipment Inspection Certificates
- First Aid Box Contents Checklist
- Emergency Contacts List
- Emergency spill response procedures

10. Incident & Non-Conformance Management

- Accident Investigation Report Form (Annexure 1)
- Corrective Action Plan / Quality Improvement Plan
- Non-conformance Report

11. Monitoring & Review

- Monthly Safety Inspection Reports
- Internal OHS Audit Checklist
- Annual OHS Review Form

I, hereby acknowledge that I have read and understand all of the above conditions of this Annexure:

SIGNATURE OF BIDDER: .....

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

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

DATE: .....

**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](http://www.treasury.gov.za)

## **4. Standards**

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

## **5. Use of**

- 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,

**contract documents and information ; inspection.**

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.